

<i>SERFF Tracking Number:</i>	<i>EMCC-125716359</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>EMC Property & Casualty Company, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>AR-BP-2008-02</i>		
<i>TOI:</i>	<i>05.0 Commercial Multi-Peril - Liability & Non-</i>	<i>Sub-TOI:</i>	<i>05.0002 Businessowners</i>
	<i>Liability</i>		
<i>Product Name:</i>	<i>Businessowners Program</i>		
<i>Project Name/Number:</i>	<i>/</i>		

Filing at a Glance

Companies: EMC Property & Casualty Company, EMCASCO Insurance Company, Employers Mutual Casualty Company, Union Insurance Company of Providence

Product Name: Businessowners Program SERFF Tr Num: EMCC-125716359 State: Arkansas

TOI: 05.0 Commercial Multi-Peril - Liability & Non-Liability SERFF Status: Closed State Tr Num: EFT \$50

Sub-TOI: 05.0002 Businessowners Co Tr Num: AR-BP-2008-02 State Status: Fees verified and received

Filing Type: Form Co Status: Reviewer(s): Betty Montesi, Llyweyia Rawlins

Author: Jo Byers Disposition Date: 07/01/2008

Date Submitted: 06/30/2008 Disposition Status: Approved

Effective Date Requested (New): 10/01/2008

Effective Date Requested (Renewal): 10/01/2008

Effective Date (New): 10/01/2008

Effective Date (Renewal): 10/01/2008

State Filing Description:

General Information

Project Name: Status of Filing in Domicile: Pending

Project Number: Domicile Status Comments:

Reference Organization: ISO Reference Number: BP-2004-OFR04, CL-2006-OVBEF

Reference Title: New Endorsements to Address Exclusion of Loss Due to Virus or Bacteria; 2006 Multistate Forms Revision Advisory Org. Circular: LI-BP-2005-364; LI-BP-2006-308

Filing Status Changed: 07/01/2008

State Status Changed: 06/30/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

June 30, 2008

SERFF Tracking Number: EMCC-125716359 State: Arkansas
First Filing Company: EMC Property & Casualty Company, ... State Tracking Number: EFT \$50
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TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0002 Businessowners
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Commissioner of Insurance
Arkansas Insurance Department
1200 West Third St.
Little Rock, AR 72201-1904

EMPLOYERS MUTUAL CASUALTY COMPANY – 062-21415
EMCASCO INSURANCE COMPANY – 062-21407
UNION INSURANCE COMPANY OF PROVIDENCE – 062-21423
EMC PROPERTY & CASUALTY COMPANY – 062-25186
Businessowners Program
Form Revision
Adopt Exclusion of Loss Due to Virus or Bacteria
Reference #s: BP-2004-OF04, CL-2006-OVBEF
Company File # AR-BOP-2008-02
Effective: October 1, 2008

We are pleased to introduce Union Insurance Company of Providence and EMC Property & Casualty Company. These companies are members of the EMC Insurance Companies Group. We currently have the Businessowners program on file with your department under Employers Mutual Casualty Company and EMCASCO Insurance Company. These new companies will be available for policies written on or after October 1, 2008.

The decision to introduce these companies is based on the competitive market place and will allow us to compete on a more competitive level. Our currently filed forms and endorsements for this program will be applicable to Union and EMC P&C Companies. A listing of our currently filed forms and endorsements is attached.

Also, we are hereby adopting ISO's revisions found in the captioned reference numbers relating to the 2004 Businessowners program and the exclusion of loss due to virus or bacteria. In connection with this adoption, we have made several form revisions to our currently filed company endorsements. We are also introducing several independent forms.

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	<i>Liability</i>		
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We supplement this filing with the \$50.00 filing fee (EFT), Forms list, Forms Memorandum, marked up forms, and final printed copies of our forms.

We respectfully request your approval of this filing, to be applicable to policies written on or after October 1, 2008.
Thank you.

Jo L. Byers, Filings Analyst
Rates and Filings Dept.
(800) 247-2128 Ext. 2707
jo.l.byers@emcins.com

Company and Contact

Filing Contact Information

Jo Byers, Filings Analyst	Jo.L.Byers@EMCIns.com
PO Box 712	(800) 247-2128 [Phone]
Des Moines, IA 50306-0712	(515) 345-2223[FAX]

Filing Company Information

EMC Property & Casualty Company	CoCode: 25186	State of Domicile: Iowa
717 Mulberry Street	Group Code: 62	Company Type: P & C
Des Moines, IA 50309	Group Name:	State ID Number:
(800) 247-2128 ext. [Phone]	FEIN Number: 63-0329091	

EMCASCO Insurance Company	CoCode: 21407	State of Domicile: Iowa
717 Mulberry Street	Group Code: 62	Company Type: P & C
Des Moines, IA 50309	Group Name:	State ID Number:
(800) 247-2128 ext. [Phone]	FEIN Number: 42-6070764	

Employers Mutual Casualty Company	CoCode: 21415	State of Domicile: Iowa
717 Mulberry Street	Group Code: 62	Company Type: P & C
Des Moines, IA 50309	Group Name:	State ID Number:
(800) 247-2128 ext. [Phone]	FEIN Number: 42-0234980	

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Liability
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Union Insurance Company of Providence
717 Mulberry Street
Des Moines, IA 50309
(800) 247-2128 ext. [Phone]

CoCode: 21423
Group Code: 62
Group Name:
FEIN Number: 05-0230479

State of Domicile: Iowa
Company Type: P & C
State ID Number:

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Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation:
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
EMC Property & Casualty Company	\$0.00	06/30/2008	
EMCASCO Insurance Company	\$0.00	06/30/2008	
Employers Mutual Casualty Company	\$50.00	06/30/2008	21142625
Union Insurance Company of Providence	\$0.00	06/30/2008	

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TOI:	05.0 Commercial Multi-Peril - Liability & Non- Liability	Sub-TOI:	05.0002 Businessowners
Product Name:	Businessowners Program		
Project Name/Number:	/		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	07/01/2008	07/01/2008

SERFF Tracking Number: EMCC-125716359 State: Arkansas
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Disposition

Disposition Date: 07/01/2008
Effective Date (New): 10/01/2008
Effective Date (Renewal): 10/01/2008
Status: Approved
Comment:

Rate data does NOT apply to filing.

Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Supporting Document	Forms list	Approved	Yes
Supporting Document	Memorandum	Approved	Yes
Form	Mobile Equipment/Auto Amendment	Approved	Yes
Form	Blanket Additional Insured – Real Property leases	Approved	Yes
Form	Blanket Additional Insured When Required By Written Agreement	Approved	Yes
Form	Blanket Additional Insured When Required By Written Agreement – Vicarious Liability	Approved	Yes
Form	Auto Service Industry Extension	Approved	Yes
Form	Garagekeepers Plus Endorsement	Approved	Yes
Form	Florists Errors and Omissions Liability Coverage	Approved	Yes
Form	Quick Reference - Businessowners	Approved	Yes
Form	Businessowners Extension Endorsement	Approved	Yes
Form	Business Personal Property – Actual Cash Value	Approved	Yes
Form	Additional Insured – Grantor of Franchise	Approved	Yes
Form	Businessowners Spoilage Coverage	Approved	Yes
Form	Coverage for Injury To Co-Employees And/Or Your Other Volunteer Workers	Approved	Yes
Form	Church Liability Coverage Endorsement	Approved	Yes
Form	Computer Protection Plus Extension	Approved	Yes
Form	Exclusion – Personal and Advertising Injury	Approved	Yes
Form	Additional Insured – Building Owner	Approved	Yes
Form	Laundry/Dry Cleaner Industry Extension	Approved	Yes
Form	Self-Storage Facilities	Approved	Yes
Form	Printers Errors and Omissions Liability Coverage	Approved	Yes

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Form	Continuous or Progressive Injury or Damage Exclusion	Approved	Yes
Form	Equipment Breakdown Coverage	Approved	Yes
Form	Expanded Businessowners Extension Endorsement	Approved	Yes
Form	Exclusion - Lead	Approved	Yes

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TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0002 Businessowners Liability

Product Name: Businessowners Program

Project Name/Number: /

Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Mobile Equipment/Auto Amendment	BP7330	8-08	Endorsement/New Amendment/Conditions		0.00	BP7330_200808.pdf
Approved	Blanket Additional Insured – Real Property leases	BP7336	8-08	Endorsement/New Amendment/Conditions		0.00	BP7336_200808.pdf
Approved	Blanket Additional Insured When Required By Written Agreement	BP7337	8-08	Endorsement/New Amendment/Conditions		0.00	BP7337_200808.pdf
Approved	Blanket Additional Insured When Required By Written Agreement – Vicarious Liability	BP7339	8-08	Endorsement/New Amendment/Conditions		0.00	BP7339_200808.pdf
Approved	Auto Service Industry Extension	BP7340	8-08	Endorsement/New Amendment/Conditions		0.00	BP7340_200808.pdf
Approved	Garagekeepers Plus Endorsement	BP7341	8-08	Endorsement/New Amendment/Conditions		0.00	BP7341_200808.pdf
Approved	Florists Errors and Omissions Liability Coverage	BP7342	8-08	Endorsement/New Amendment/Conditions		0.00	BP7342_200808.pdf

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Approved	Quick Reference BP7003 - Businessowners	8-08	Endorsement/Amendment/Conditions	Replaced Form #:0.00 BP7003 10-05 Previous Filing #:	BP7003_2008.pdf BP7003_200510_marked up.pdf	
Approved	Businessowners BP7100 Extension Endorsement	8-08	Endorsement/Amendment/Conditions	Replaced Form #:0.00 BP7100 10-05 Previous Filing #:	BP7100_2008.pdf BP7100_200510_marked up.pdf	
Approved	Business BP7101 Personal Property – Actual Cash Value	8-08	Endorsement/Amendment/Conditions	Replaced Form #:0.00 BP7101 10-05 Previous Filing #:	BP7101_2008.pdf BP7101_200510_marked up.pdf	
Approved	Additional BP7107 Insured – Grantor of Franchise	8-08	Endorsement/Amendment/Conditions	Replaced Form #:0.00 BP7107 10-05 Previous Filing #:	BP7107_2008.pdf BP7107_200510_marked up.pdf	
Approved	Businessowners BP7110 Spoilage Coverage	8-08	Endorsement/Amendment/Conditions	Replaced Form #:0.00 BP7110 10-05 Previous Filing #:	BP7110_2008.pdf BP7110_200510_marked up.pdf	
Approved	Coverage for BP7114 Injury To Co- Employees And/Or Your Other Volunteer Workers	8-08	Endorsement/Amendment/Conditions	Replaced Form #:0.00 BP7114 10-05 Previous Filing #:	BP7114_2008.pdf BP7114_200510_marked up.pdf	
Approved	Church Liability BP7128 Coverage Endorsement	8-08	Endorsement/Amendment/Conditions	Replaced Form #:0.00 BP7128 10-05 Previous Filing #:	BP7128_2008.pdf BP7128_200510_marked up.pdf	

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Approved	Computer Protection Plus Extension	BP7129	8-08	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 BP7129 10-05 Previous Filing #:	BP7129_200808.pdf BP7129_200510_marked up.pdf
Approved	Exclusion – Personal and Advertising Injury	BP7132	8-08	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 BP7132 10-05 Previous Filing #:	BP7132_200808.pdf BP7132_200510_marked up.pdf
Approved	Additional Insured – Building Owner	BP7133	8-08	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 BP7133 10-05 Previous Filing #:	BP7133_200808.pdf BP7133_200510_marked up.pdf
Approved	Laundry/Dry Cleaner Industry Extension	BP7141	8-08	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 BP7141 10-05 Previous Filing #:	BP7141_200808.pdf BP7141_200510_marked up.pdf
Approved	Self-Storage Facilities	BP7160	8-08	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 BP7160 11-06 Previous Filing #:	BP7160_200808.pdf BP7160_200611_marked up.pdf
Approved	Printers Errors and Omissions Liability Coverage	BP7163	8-08	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 BP7163 10-05 Previous Filing #:	BP7163_200808.pdf BP7163_200510_marked up.pdf
Approved	Continuous or Progressive Injury or Damage Exclusion	BP7172	8-08	Endorsement/Amendment/Conditions Replaced	Replaced Form #:0.00 BP7172 10-05 Previous Filing #:	BP7172_200808.pdf BP7172_200510_marked up.pdf
Approved	Equipment Breakdown	BP7197	8-08	Endorsement/Amendment Replaced	Replaced Form #:0.00 BP7197 10-05	BP7197_200808.pdf

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Coverage				ent/Condi ons	Previous Filing #:	BP7197_200 510_marked up.pdf
Approved	Expanded Businessowners Extension Endorsement	BP7200	8-08	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:0.00 BP7200 10-05 Previous Filing #:	BP7200_200 808.pdf BP7200_200 510_marked up.pdf
Approved	Exclusion - Lead	BP7135	8-08	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #: BP71335 10-05 Previous Filing #:	BP7135_200 808.pdf BP7135_200 510_marked up.pdf

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MOBILE EQUIPMENT/AUTO AMENDMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE PART

A. Exclusion B.1.g. of Section II – Liability is replaced by the following:

g. Aircraft, Auto or Watercraft

“Bodily injury” or “property damage” arising out of the ownership, maintenance, use or entrustment to others of any aircraft, “auto” or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and “loading or unloading”.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the “occurrence” which caused the “bodily injury” or “property damage” involved the ownership, maintenance, use or entrustment to others of any aircraft, “auto” or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an “auto” on, or on the ways next to, premises you own or rent, provided the “auto” is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any “insured contract” for the ownership, maintenance, or use of aircraft or watercraft; or
- (5) “Bodily injury” or “property damage” arising out of the operation of any of the equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of “mobile equipment”.

B. The following is added to Paragraph C. WHO IS AN INSURED in Section II – Liability:

With respect to “mobile equipment” registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also

an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

1. “Bodily injury” to a co-“employee” of the person driving the equipment; or
2. “Property damage” to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

C. Paragraph F.2. Liability And Medical Expenses Definitions in Section II – Liability is replaced by the following:

2. “Auto” means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But “auto” does not include “mobile equipment”.

D. Paragraph F.12. Liability And Medical Expenses Definitions in Section II – Liability is replaced by the following:

12. “Mobile equipment” means any of the following types of land vehicles, including any attached machinery or equipment.
 - a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;

- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

- E. Paragraph **H. Other Insurance** in **Section III – Common Policy Conditions (Applicable to Section I – Property and Section II – Liability)** is amended by the addition of the following:

Any coverage afforded to you under this Coverage Part will be excess over any other valid and collectible Automobile insurance available to you for "mobile equipment", whether that coverage is excess, contingent or on any other basis, and any other valid and collectible umbrella liability coverage available to you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – REAL PROPERTY LEASES

This endorsement modifies the insurance provided under the following:

BUSINESSOWNERS COVERAGE PART

- A.** Paragraph **C. Who is an Insured** in Section II – **Liability** is amended to include as an additional insured any person or organization from whom you lease real property when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your tenancy, occupation, maintenance or use of real property leased to you by such person or organization.
- B.** With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
 - 1.** Any “occurrence” which takes place after the real property lease expires;
 - 2.** “Bodily injury,” “property damage” or “personal and advertising injury” arising out of structural alterations, new construction, or demolition operations performed by or on behalf of the additional insured.
 - 3.** “Property damage” to:
 - a.** Property owned by, used, occupied by, leased or rented to the additional insured; or
 - b.** Property in the care, custody or control of the additional insured or over which the additional insured is for any purpose exercising physical control.
- C.** The limits of insurance applicable to the additional insured are those specified in the Declarations of this policy or in the written contract or written agreement, whichever is lower. These limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.
- D.** Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or any other basis, unless a contract specifically requires that this insurance be primary, or you request that it apply on a primary basis.

When coverage is provided on a primary basis we will not seek contribution from any other insurance available to the additional insured if a written contract or written agreement requires that this insurance be noncontributory.
- E.** All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED WHEN REQUIRED BY
WRITTEN AGREEMENT**

This endorsement modifies the insurance provided under the following:

BUSINESSOWNERS COVERAGE PART

- A.** Paragraph **C. Who is an Insured** in Section II – **Liability** is amended to include as an additional insured any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - 1. In the performance of your ongoing operations; or
 - 2. In connection with your premises owned or rented to you.
- B.** The limits of insurance applicable to the additional insured are those specified in the Declarations of this policy or in the written contract or written agreement, whichever is lower. These limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.
- C.** Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether that insurance is primary, excess, contingent or on any other basis, unless you and the additional insured have specifically agreed in a written contract or written agreement that this insurance be primary.
 When coverage is provided on a primary basis we will not seek contribution from any other insurance available to the additional insured if a written contract or written agreement requires that this insurance be noncontributory.
- D.** All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED WHEN REQUIRED BY
WRITTEN AGREEMENT – VICARIOUS LIABILITY**

This endorsement modifies the insurance provided under the following:

BUSINESSOWNERS COVERAGE PART

- A.** Paragraph **C. Who is an Insured** in Section II – **Liability** is amended to include as an additional insured any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned or rented to you.
- B.** This insurance does not apply to any “bodily injury”, “property damage” or “personal and advertising injury” resulting from any act or omission by, or willful misconduct of the additional insured shown in the Schedule, whether the sole or contributing cause of the loss. The coverage afforded to the additional insured is limited solely to the additional insured’s “vicarious liability” that is a specific and direct result of your conduct.
- “Vicarious liability” as used in this endorsement means liability that is imposed on the additional insured solely by virtue of its relationship with you, and not due to any act or omission of the additional insured.
- C.** The limits of insurance applicable to the additional insured are those specified in the Declarations of this policy or in the written contract or written agreement, whichever is lower. These limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.
- D.** Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether that insurance is primary, excess, contingent or on any other basis, unless you and the additional insured have specifically agreed in a written contract or written agreement that this insurance be primary.
- When coverage is provided on a primary basis we will not seek contribution from any other insurance available to the additional insured if a written contract or written agreement requires that this insurance be noncontributory.
- E.** All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO SERVICE INDUSTRY EXTENSION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SECTION I – PROPERTY

With respect to coverage provided by this endorsement, the provisions of the Businessowners Coverage Form apply, unless modified by this endorsement. However, if any of the property covered by this endorsement is also covered under any other provisions of the policy of which this endorsement is made a part, you, in the event of loss or damage, may elect to make claim (1) under such other provisions in which case none of the provisions of this coverage provided by this endorsement are applicable, or (2) under the provisions of this endorsement in which case coverage provided by this endorsement becomes sole coverage on such property.

The following coverage is added to **A.5. Additional Coverage** in the Coverage Section:

Employees' Tools Coverage

You may extend the insurance that applies to Your Business Personal Property to apply to tools owned by your employees while at a scheduled location on the policy. Unless a higher Limit of Insurance for employee tools is shown in the Declarations, the most we will pay for loss or damage under this Additional Coverage is \$10,000 for any one occurrence. However, in no event will we pay more than \$1,000 for the tools of any one employee.

Our payment for loss of or damage to tools owned by employees will only be for the account of the owner of the tools. If there is other insurance covering the same loss or damage, we will pay only for the amount of covered loss in excess of the amount due from that other insurance.

The amount payable under this Additional Coverage is additional insurance.

SECTION II – LIABILITY

A. Garage Coverage

1. Exclusion **B.1.g. Aircraft, Auto Or Watercraft** does not apply to the operation by an insured of your "customer's auto" in the course of your "garage operations".
2. The following is added to Exclusion **B.1.k. Damage To Property**:
 "Property damage" to:
 Property being transported or towed by the insured.

3. Paragraph **C. Who Is An Insured** is amended to include as an insured any person or organization legally responsible for the use of any covered "customer auto" described above, while it is being used with your permission.

B. Broadened Products Coverage

Exclusion **B.1.l. Damage To Your Product** does not apply to "property damage" to "your product". However, this coverage only applies to that amount of "property damage" to "your products" that exceeds \$100 for any one "occurrence".

C. Broadened Work Performed Coverage

Exclusion **B.1.m. Damage To Your Work** does not apply. However, this coverage only applies to that amount of "property damage" to "your work" which exceeds \$100 for any one "occurrence".

If the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor, then this coverage applies to the entire amount of "property damage" to "your work", without applying any deductible.

D. Repairs and Replacement Provision

1. If you make the repairs for "property damage" to "customer's autos" arising out of your "garage operations" and which results from "your product" or "your work", we will reimburse you on the following basis:
 - a. 90% of the retail selling price of the parts and materials you use in making the repairs or replacements, or actual cost, whichever is greater, and;
 - b. 100% of the hourly labor rate you would have charged a retail customer for similar work performed.
2. This additional provision does not apply:
 - a. To any "customer's auto" that is not actually repaired;
 - b. To any parts of a "customer's auto" that are not actually replaced;
 - c. To the total loss of any "customer's auto"; or
 - d. To any glass loss to any "customer's auto".

3. When this provision is applied to a loss, we agree with you that:
 - a. The provision does not work to increase our limit of liability;
 - b. All other provisions, exclusions and conditions of this policy remain unchanged.

E. Vehicle Damage to Buildings Leased by the Insured

1. Exclusion **B.1.k.(1) Damage to Property** does not apply to "property damage" caused by a "customer's auto" to premises while rented to you, but only for such liability which is assumed by you under a written lease of premise.
2. The most we will pay for all "property damage" caused by a "customer's auto", resulting from any one "occurrence" is \$5,000.
3. The insurance afforded by this provision is excess over any valid collectible property insurance (including any deductible) available to the insured.
4. This coverage does not apply to loss caused by fire.

F. ADDITIONAL DEFINITIONS

The following additional definitions apply only to coverage provided by this endorsement:

1. "Customer's auto" means a customer's land motor vehicle, trailer or semitrailer. This definition also includes any "customer's auto" while left with you for service, repair, storage or safekeeping. Customers include your "employees" and members of their households who pay for services performed.
2. "Garage operations" means the ownership, maintenance or use of locations for the purpose of a business of selling, servicing, repairing, parking or storing "customer's autos" and that portion of the roads or other accesses that adjoin these locations. "Garage operations" also includes all operations necessary or incidental to the performance of "garage operations".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GARAGEKEEPERS PLUS EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

With respect to coverage provided under this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

A. This endorsement provides Comprehensive and Collision Insurance only:

1. Where a Limit of Insurance and a premium are shown for that coverage in the Schedule; and
2. For the location shown in the schedule.

B. Coverage

1. We will pay all sums the insured must pay as damages, without regard to your or any other insured's legal liability, for "loss" or a "customer's auto" or "customer's auto" equipment left in the insured's care while the insured is attending, servicing, repairing, parking or storing it in your "garage operations" under:

a. Comprehensive Coverage

From any cause except:

- (1) The "customer's auto's" collision with another object; or
- (2) The "customer's auto's" overturn.

b. Collision Coverage

Caused by:

- (1) The "customer's auto's" collision with another object; or
- (2) The "customer's auto's" overturn.

The insurance provided by this endorsement is Primary Insurance and we will not seek contribution from any other insurance available.

2. We will have the right and duty to defend any insured against a "suit" asking for these damages. However, we have no duty to defend any insured against a "suit" seeking damages for "loss" to which this insurance does not apply. We may investigate and settle any claim or "suit" we consider appropriate. Our duty to defend or settle ends for a coverage when the Limit of Insurance for that coverage has been exhausted by payment of judgments or settlements.

3. Additional Coverages

a. Loss to Customer's Personal Property

The insurance provided by this endorsement also applies to "loss" to your customer's personal property, other than "auto", "auto" equipment or farm and industrial machinery or equipment, that is left in an insured's care while in the course of your "garage operations". The most we will pay for this additional coverage is \$10,000 for each "loss" and is included within the Garagekeepers Limit of Insurance shown in the schedule.

b. Loss to Customer's Sound Receiving Equipment

(1) The insurance provided by this endorsement also applies to "loss" to your customer's "sound receiving" equipment" in a "customer's auto" left in the insured's care while in the course of your "garage operations".

(2) This additional coverage does not apply to any "loss" to any of the following:

(a) "Sound receiving equipment" unless permanently installed in a "customer's auto".

(b) Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.

(3) The most we will pay for this additional coverage is \$5,000 for each "loss", unless a higher amount is shown on the Declarations. This coverage is included within the Garagekeepers Limit of Insurance shown in the schedule.

C. Exclusions

1. For the purposes of this endorsement only, this insurance, including any duty we have to defend "suits", does not apply to:
 - a. **Contractual Obligations**
Liability arising from any contract or agreement by which the insured accepts responsibility for "loss". But this exclusion does not apply to liability for "loss" that the insured would have in absence of the contract or agreement.
 - b. **Theft**
"Loss" due to theft or conversion caused in any way by you, your "employees" or by your shareholders.
2. We will not pay for "loss" to any of the following:
 - a. Tape decks or other sound reproducing equipment unless permanently installed in a "customer's auto".
 - b. Tapes, records or other sound reproducing devices designed for use with sound reproducing equipment.
 - c. Sound receiving equipment designed for use as a citizen's band radio, two-way mobile radio or telephone or scanning monitor receiver, including its antennas and other accessories, unless permanently installed in the dash or console opening normally used by the "customer's auto" manufacturer for the installation of radio.
 - d. Any device designed or used to detect speed measurement equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.
3. We will not pay for "loss" caused by or resulting from the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss":
 - a. War, including undeclared or civil war;
 - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

D. Limits of Insurance and Deductibles

1. Regardless of the number of "customer's auto's", insureds, premiums paid, claims made or "suits" brought, the most we will pay for each "loss" at each location is the Garagekeepers Coverage Limit of Insurance shown in the Schedule for that location, minus the applicable deductibles for "loss" caused by:
 - a. Collision; or
 - b. With the respect to Garagekeepers Coverage Comprehensive:
 - (1) Theft or mischief or vandalism; or
 - (2) All perils.
2. The maximum deductible stated in the Schedule for Garagekeepers Coverage Comprehensive is the most that will be deducted for all "loss" in any one event caused by:
 - a. Theft or mischief or vandalism; or
 - b. All perils.
3. Sometimes to settle a claim or "suit", we may pay all or any part of the deductible. If this happens you must reimburse us for the deductible or that portion of the deductible that we paid.

E. Additional Definitions

As used in this endorsement:

1. "Customer's auto" means a customer's land motor vehicle or trailer or semitrailer. This definition also includes any customer's auto while left with you for service, repair, storage, or safekeeping. Customers must include your "employees", and members of their households who pay for services performed.
In addition, as used only in this Garagekeepers Plus Extension Endorsement, "customer's auto" includes "mobile equipment" and watercraft while ashore on premises where you conduct "garage operations".
2. "Garage operations" means the ownership, maintenance or use of locations for the purpose of a business of selling, servicing, repairing, parking or storing "customer's auto's" and that portion of the roads or other accesses that adjoin these locations. "Garage operations" also includes all operations necessary or incidental to the performance of garage operations.
3. "Loss" means direct and accidental loss or damage and includes any resulting loss or use.
4. "Sound receiving equipment" means permanently installed sound receiving equipment designed for use as a citizens' band radio, two way mobile radio or telephone or scanning monitor receiver or global positioning system device or digital video disc player or videocassette recorder player or compact disc player or satellite radio receiver, including antennas and other accessories.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORISTS ERRORS AND OMISSIONS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Section II – Liability is amended as follows:

- A.** For the insurance provided by this endorsement, all provisions under Paragraph **A.1. Business Liability** also applies to damages resulting from the insured's negligent act, error or omission in providing "florist services".
- B.** Under Paragraph **A. Coverages** we will also pay those sums that the insured becomes legally obligated to pay as damages resulting from the insured's negligent act, error or omission in providing "florist services".
- C.** The following is added to **Exclusions**:
This insurance does not apply to any claim:
 - 1.** For "bodily injury," "property damage," "personal and advertising injury."
 - 2.** Resulting from a criminal, fraudulent, malicious, dishonest, libelous or slanderous act, committed by the insured or any person for whom the insured is legally responsible.
 - 3.** Resulting from intentional error or intentional misdelivery or intentional failure to deliver.
 - 4.** Resulting from infringement of copyright, trademark, service mark, or trade name (other than titles or slogans) by use of such marks or names with goods, products or services sold, offered for sale or advertised.
 - 5.** Discrimination based on a customer's race, color national origin, religion, gender, marital status, age, sexual orientation or preference, physical or mental condition or residence location.
 - 6.** Resulting from insolvency or bankruptcy of the insured.

- 7.** Resulting from liability assumed by the insured under any contract or agreement.
- 8.** Any damages, fine, levy, charge or sanction arising out of your violation of a penal or regulatory statute, ordinance or regulation.
- D.** Paragraph **D.2. of Liability and Medical Expenses Limits of Insurance** is replaced by the following:
 - 2.** The most we will pay for the sum of all damages because of all:
 - a.** "Bodily injury," "property damage" and medical expenses arising out of any one "occurrence;"
 - b.** "Personal and advertising injury" sustained by any one person or organization; and
 - c.** Negligent acts, errors and omissions in the providing of "florist services".

is the Liability and Medical Expenses limit shown in the Declarations. But the most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses limit shown in the Declarations.
- E.** For the purpose of determining the limits for the insurance provided by this endorsement, any act, error or omission together with all related acts, errors or omissions in the providing of "florist services" will be considered one act, error or omission.
- F.** The following is added to Paragraph **F. Liability and Medical Expenses Definitions**:
 - 23.** "Florist Services" means those retail activities usual to the arrangement, sale and delivery of flowers and other related products.

QUICK REFERENCE
BUSINESSOWNERS POLICY
READ YOUR POLICY CAREFULLY

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESSOWNERS EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SECTION I – PROPERTY

With respect to coverage provided by **Section I – Property** of this endorsement, the provisions of the Businessowners Coverage Form apply, unless modified by **Section I – Property** of this endorsement. The coverage provided by **Section I – Property** of this endorsement applies separately to each location for which this endorsement is shown in the Declarations.

1. **A. Coverage, 5. Additional Coverages, c. Fire Department Service Charge, i. Civil Authority, k. Forgery or Alteration, and m. Business Income from Dependent Properties, paragraph (5)(a)** are replaced by the following:

c. Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$5,000 for your liability for fire department service charges:

- (1) Assumed by contract or agreement prior to loss; or
- (2) Required by local ordinance.

i. Civil Authority

We will pay for the actual loss of Business Income you sustain and necessary Extra Expense caused by action of civil authority that prohibits access to the described premises due to direct physical loss of or damage to property, other than at the described premises, caused by or resulting from any Covered Cause of Loss.

This coverage will apply for a period of up to three consecutive weeks from the date of that action.

The definitions of Business Income and Extra Expense contained in the Business Income and Extra Expense Additional Coverages also apply to this Civil Authority Additional Coverage. The Civil Authority Additional Coverage is not subject to the Limits of Insurance of **Section I – Property**.

k. Forgery or Alteration

- (1) We will pay for loss resulting directly from forgery or alteration of, any check, draft, promissory note, bill of exchange or similar written promise of payment in “money”, that you or your agent has issued, or that was issued by someone who impersonates you or your agent.

- (2) If you are sued for refusing to pay the check, draft, promissory note, bill of exchange or similar written promise of payment in “money”, on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur in that defense.

- (3) The most we will pay for this Additional Coverage, including legal expenses, in any annual policy period regardless of the number of locations scheduled, occurrences, accidents, insured or claims made is \$10,000, unless a higher Limit of Insurance is shown in the Declarations.

m. Business Income from Dependent Properties

- (5) The coverage period for Business Income under this Additional Coverage:

- (a) Begins immediately after the time of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the described premises; or

2. **A. Coverage, 5. Additional Coverages, f. Business Income** is amended by the addition of the following:

f. Business Income

(5) Newly Acquired Locations

- a. You may extend your Business Income Coverage to apply to property at any location you acquire other than at fairs or exhibitions.
- b. The most we will pay under this Extension, for the sum of Business Income loss and Extra Expense incurred, is \$100,000 at each location.
- c. Insurance under this Extension for each newly acquired location will end when any of the following first occurs:
 - (1) This policy expires;
 - (2) 30 days expire after you acquire or begin to construct the property; or
 - (3) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property.

3. A. Coverage, 5. Additional Coverages is amended by adding the following coverage:

s. Lock Replacement and Rekeying

We will pay the necessary expenses you incur to replace or rekey locks made necessary due to theft or unauthorized copying of keys or any other legitimate security concern.

This insurance does not apply to loss caused by:

- (1) Vandalism; or
- (2) Wear and Tear.

The most we will pay under this additional coverage during each policy period is \$1,000.

Lock replacement and rekeying is not subject to a deductible.

t. Spoilage Coverage

- (1) This policy is extended to cover "perishable stock" at the described premises owned by you or by others that is in your care, custody or control.

"Perishable stock" is defined as personal property that is:

- (a) Maintained under controlled conditions for its preservation; and
- (b) Susceptible to loss or damage if the controlled conditions change.

- (2) For the purpose of this extension only, the Covered Cause of Loss is defined as:

- (a) Breakdown or Contamination, meaning:

- (i) Change in temperature or humidity resulting from mechanical breakdown or mechanical failure of refrigerating, cooling or humidity control apparatus or equipment, but only while such equipment or apparatus is at the described premises; or

- (ii) Contamination by the refrigerant.

- (b) Power Outage, meaning change in temperature or humidity resulting from complete or partial interruption of electrical power, either on or off the described premises, due to conditions beyond your control.

- (3) For the purpose of this Additional Coverage only, the following Exclusions are added:

We will not pay for loss or damage caused by or resulting from:

- (a) The disconnection of any refrigerating, cooling or humidity control system from the source of power.
- (b) The deactivation of electrical power caused by the manipulation of any switch or other device used to control the flow of electrical power or current.

- (c) The inability of an Electrical Utility Company or other power source to provide sufficient power due to:

- (i) lack of fuel; or
- (ii) governmental order.
- (iii) lack of generating capacity to meet demand.

- (d) Breaking of any glass that is a permanent part of any refrigerating, cooling or humidity control unit.

(4) Conditions

The following condition applies in addition to the **Property Loss Conditions** (as modified in (a) above) and **Property General Conditions in Section I – Property and Section III – Common Policy Conditions**:

Additional Condition – Refrigeration Maintenance Agreements

You must maintain a refrigeration maintenance or service agreement as described below. If you do not maintain this required agreement, the insurance provided by this endorsement will be automatically suspended at the location involved.

A refrigeration maintenance agreement means a written service contract, between you and the refrigeration service organization, which provides for regular periodic inspection of the refrigeration equipment at the insured location, and the servicing and repair of the equipment, including emergency response at the insured location. This limit does not apply in addition to any limit shown for this coverage in the Declarations.

- (5) The most we will pay under this Additional Coverage is \$5,000 per any one occurrence. This limit does not apply in addition to any limit shown for this coverage in the Declarations.
- (6) This Additional Coverage, Spoilage will not increase the Limit Of Insurance provided in this policy.
- (7) If Petroleum Marketers Industry Extension, form BP7148 applies, this Additional Coverage does not apply.

u. Arson And Theft Rewards

We will reimburse you for rewards paid by you to any person or persons, other than you, your officers, managers, your employees or your active members, for information leading to an arson or theft conviction in connection with a covered loss to covered property resulting from fire or theft.

The most we will pay under this Additional Coverage is \$5,000 per loss. This is the most we will pay regardless of the number of persons who provided information.

v. Water Back-Up And Sump Overflow

- (1) We will pay for direct physical loss or damage to Covered Property, covered under **Section I – Property**, caused by or resulting from:
 - (a) Water which backs up through or overflows from a sewer or drain; or
 - (b) Water which overflows from a sump, even if the overflow results from mechanical breakdown of a sump pump or its related equipment.However, with respect to Paragraph (b) above, we will not pay the cost of repairing or replacing a sump pump or its related equipment in the event of a mechanical breakdown.
- (2) The coverage described in Paragraph (1) of this Additional Coverage does not apply to loss or damage resulting from an insured's failure to:
 - (a) Keep a sump pump or its related equipment in proper working condition; or
 - (b) Perform the routine maintenance or repair necessary to keep a sewer or drain free from obstructions.
- (3) With respect to the coverage provided under this Additional Coverage, Exclusion **B.1.g. Water** in **Section I – Property** is replaced by the following exclusion:

g. Water

- (1) Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;
- (2) Mudslide or mudflow; or
- (3) Water under the ground surface pressing on, or flowing or seeping through:
 - (a) Foundations, walls, floors or paved surfaces;
 - (b) Basements, whether paved or not; or
 - (c) Doors, windows or other openings.

But if Water, as described in **g.(1)** through **g.(3)**, results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage.

- (4) The most we will pay for this Additional Coverage in any annual policy period, regardless of the number of locations scheduled, occurrences, accidents, insureds or claims made is \$5,000 for Water Back-Up And Sump Overflow.

w. Employee Dishonesty

- (1) We will pay for direct loss of or damage to Business Personal Property and "money" and "securities" resulting from dishonest acts committed by any of your employees acting alone or in collusion with other persons (except you or your partner) with the manifest intent to:
 - (a) Cause you to sustain loss or damage; and also
 - (b) Obtain financial benefit (other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other employee benefits earned in the normal course of employment) for:
 - (i) Any employee; or
 - (ii) Any other person or organization.
- (2) We will not pay for loss or damage:
 - (a) Resulting from any dishonest or criminal act that you or any of your partners or "members" commit whether acting alone or in collusion with other persons.
 - (b) Resulting from any dishonest act committed by any of your employees (except as provided in Paragraph (1)), "managers" or directors:
 - (i) Whether acting alone or in collusion with other persons; or
 - (ii) While performing services for you or otherwise.
 - (c) The only proof of which as to its existence or amount is:
 - (i) An inventory computation; or
 - (ii) A profit and loss computation.
- (3) The most we will pay for this Additional Coverage in any annual policy period regardless of the number of locations scheduled, occurrences, accidents, insureds or claims made is \$10,000 for Employee Dishonesty Coverage. This limit does not apply in addition to any limit shown for this coverage in the Declarations.
- (4) All loss or damage:
 - (a) Caused by one or more persons; or
 - (b) Involving a single act or series of acts; is considered one occurrence.
- (5) If any loss is covered:
 - (a) Partly by this insurance; and
 - (b) Partly by any prior cancelled or terminated insurance that we or any affiliate had issued to you or any predecessor in interest;

the most we will pay is the larger of the amount recoverable under this insurance or the prior insurance.

We will pay only for loss or damage you sustain through acts committed or events occurring during the Policy Period. Regardless of the number of years this policy remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or period to period.

- (6) This coverage is cancelled as to any employee immediately upon discovery by:

(a) You; or

(b) Any of your partners, "members", "managers", officers or directors not in collusion with the employee;

of any dishonest act committed by that employee before or after being hired by you.

- (7) We will pay only for covered loss or damage sustained during the policy period and discovered no later than one year from the end of the policy period.

- (8) If you (or any predecessor in interest) sustained loss or damage during the policy period of any prior insurance that you could have recovered under that insurance except that the time within which to discover loss or damage had expired, we will pay for it under this coverage, provided:

(a) This coverage became effective at the time of cancellation or termination of the prior insurance; and

(b) The loss or damage would have been covered by this coverage had it been in effect when the acts or events causing the loss or damage were committed or occurred.

- (9) The insurance under Paragraph (8) above is part of, not in addition to, the Limit of Insurance applying to this coverage and is limited to the lesser of the amount recoverable under:

(a) This coverage as of its effective date; or

(b) The prior insurance had it remained in effect.

x. Utility Services – Direct Damage

(1) Coverage

We will pay for loss of or damage to Covered Property caused by an interruption in utility service to the described premises. The interruption in utility service must result from direct physical loss or damage by a Covered Cause of Loss to the property described in (3) below and located off the described premises.

(2) Exception

Coverage under this Additional Coverage for loss or damage to Covered Property does not apply to loss or damage to electronic data, including destruction or corruption of electronic data.

(3) Utility Supply Services

(a) **Water Supply Services**, meaning the following types of property supplying water to the described premises:

(i) Pumping stations; and

(ii) Water mains.

(b) **Communication Supply Services**, meaning property supplying communication services, including telephone, radio, microwave or television services to the described premises, such as:

(i) Communication transmission lines, including optic fiber transmission lines;

(ii) Coaxial cables; and

(iii) Microwave radio relays except satellites.

Communication Supply Services does not include overhead transmission lines.

(c) **Power Supply Services**, meaning the following types of property supplying electricity, steam or gas to the described premises:

(i) Utility generating plants;

(ii) Switching stations;

(iii) Substations;

(iv) Transformers; and

(v) Transmission lines.

Power Supply Services does not include overhead transmission lines.

- (4) The most we will pay for loss or damage under this Additional Coverage is \$2,500 in any one occurrence. This Additional Coverage, Utility Services – Direct Damage, will not increase the Limits Of Insurance provided by this policy. This limit does not apply in addition to any limit shown for this coverage in the Declarations.

- 4. A. Coverage, 6. Coverage Extensions, a. Newly Acquired or Constructed Property, paragraphs (1) and (2), b. Personal Property Off Premises, c. Outdoor Property, and d. Personal Effects** are replaced by the following:

a. Newly Acquired or Constructed Property

(1) Buildings

If this policy covers Buildings, you may extend that insurance to apply to:

(a) Your new buildings while being built on the described premises; and

(b) Buildings you acquire at premises other than the one described, intended for:

(i) Similar use as the building described in the Declarations; or

(ii) Use as a warehouse.

The most we will pay for loss or damage under this Extension is \$500,000 at each building.

(2) Business Personal Property

(a) If this policy covers Business Personal Property, you may extend that insurance to apply to:

(i) Business Personal Property, including such property that you newly acquire, at any location you acquire.

(ii) Business Personal Property, including such property that you newly acquire, located at your newly constructed or acquired buildings at the location described in the Declarations; or

(iii) Business Personal Property that you newly acquire, located at the described premises.

This Extension does not apply to personal property that you temporarily acquire in the course of installing or performing work on such property or your wholesale activities.

The most we will pay for loss or damage under this Extension is \$250,000 at each premises.

b. Personal Property Off Premises

You may extend the insurance that applies to Business Personal Property to apply to covered Business Personal Property, other than "money" and "securities", "valuable papers and records" or accounts receivable, while it is in the course of transit or temporarily at a premises not described in the Declarations. The most we will pay for loss or damage under this Extension is \$10,000.

c. Outdoor Property

You may extend the insurance provided by this policy to apply to your outdoor fences, radio and television antennas (including satellite dishes), signs (other than signs attached to buildings), trees, shrubs and plants, including debris removal expense, caused by or resulting from any of the following causes of loss:

- (1)** Fire;
- (2)** Lightning;
- (3)** Explosion;
- (4)** Riot or Civil Commotion;
- (5)** Aircraft or Vehicles;
- (6)** Windstorm or Hail;

(7) Smoke; or

(8) Vandalism.

The most we will pay for loss or damage under this Extension is \$10,000, but not more than \$500 for any one tree, shrub or plant. This limit does not apply in addition to any limit shown for Outdoor Signs coverage in the Declarations.

d. Personal Effects

You may extend the insurance that applies to Business Personal Property to apply to personal effects owned by you, your officers, your partners or "members", your "managers" or your employees. This extension does not apply to:

(1) Tools or equipment used in your business; or

(2) Loss or damage by theft.

If there is other insurance covering the same loss or damage, we will pay only for the amount of covered loss in excess of the amount due from that other insurance. At our option any loss covered under this extension may be adjusted with and payable to you

The most we will pay for loss or damage under this Extension is \$5,000 at each described premises.

5. A. Coverage, 6. Coverage Extensions is amended by adding the following coverage:

g. Money and Securities

(1) We will pay for loss of "money" and "securities" used in your business while at a bank or savings institution, within your living quarters or the living quarters of your partners or any employee having use and custody of the property, or while in the custody of a person you have authorized to have custody of the "money" or "securities", at the described premises or in transit between any of these places resulting directly from:

(a) Theft, meaning any act of stealing;

(b) Disappearance; or

(c) Destruction.

(2) In addition to the Limitations and Exclusions applicable to **Section I – Property**, we will not pay for loss:

(a) Resulting from accounting or arithmetic errors or omissions;

(b) Due to the giving or surrendering of property in any exchange or purchase; or

(c) Of property contained in any "money" operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device.

- (3) All loss:
- (a) Caused by one or more persons; or
 - (b) Involving a single act or series of related acts;
- is considered one occurrence.
- (4) You must keep records of all "money" and "securities" so we can verify the amount of any loss or damage.
- (5) In the event of loss or damage we will determine the value as follows:
- (a) "Money" at its face value; and
 - (b) "Securities" at their value at the close of business on the day the loss is discovered.
- (6) The most we will pay under this Extension for loss in any one occurrence is \$10,000. This limit does not apply in addition to any limit shown for this coverage in the Declarations.

h. Premises Damage Resulting From Burglary or Robbery

We will pay for loss or damage to the building at the described premises caused by or resulting from actual or attempted burglary or robbery if you are legally obligated to pay such loss or damage. The most we will pay under this Extension is \$5,000 at each described premises.

i. Claims Data Expense

We will pay up to \$2,500 for reasonable costs you incur in preparing loss data required by policy conditions after a covered property loss. This includes the cost of taking inventory, making appraisals and preparing other data to determine the extent of your loss.

We will not pay for expenses or fees you incur from public insurance adjusters or for expenses related to claims not covered by this policy.

j. Fine Arts

We will pay for loss or damage, including breakage, to your fine arts or fine arts of others in your care, custody or control. For the purpose of this Extension fine arts means antiques or rare articles, including etchings, pictures, statuary, marbles, bronzes, porcelains; rare books; antique silver; rare glass; manuscripts and other bona fide works of art of rarity, historical value or artistic merit.

We will determine the value of the fine arts at market value at the time of loss or damage.

In case of loss or damage to a pair or set, we will pay you the full value of the pair or set and you agree to surrender the remaining articles of the set to us.

Our payment for loss or damage to fine arts of others will only be for the account of the owner of the property. If other insurance exists for loss or damage covered under this Extension, whether it can be collected or not, this Extension will not apply to that part of the loss.

The most we will pay under this Extension is \$2,500.

6. **C. Limits of Insurance, 2.** \$1,000 limitation to outdoor signs attached to buildings, is deleted.

7. The following is added to **Section D. Deductibles**:

- 4. With respect to the coverages provided by this endorsement, we will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds \$500 or the Property Deductible shown on the Businessowners Declarations, whichever is less. We will then pay the amount of loss or damage in excess of \$500 or the Property Deductible shown on the Businessowners Declarations, whichever is less, up to the applicable Limit of Insurance.

8. Paragraph **a.** of the "Period of Restoration" definition is replaced by the following:

- a. Begins immediately after the time of direct physical loss or damage caused by or resulting from any covered cause of loss at the described premises; and

9. Throughout the forms modified by this endorsement the words "within 100 feet" are replaced with "within 1,000 feet."

10. Brands and Labels

- a. If branded or labeled merchandise that is Covered Property is damaged by a Covered Cause of Loss, we may take all or any part of the property at an agreed or appraised value. If so, you may:

- 1. Stamp "salvage" on the merchandise or its containers, if the stamp will not physically damage the merchandise; or
- 2. Remove the brands or labels, if doing so will not physically damage the merchandise. You must relabel the merchandise or its containers to comply with the law.

- b. We will pay reasonable costs you incur to perform the activity described in **a.1.** or **a.2.** above. But the total we pay for these costs and the value of the damaged property will not exceed the applicable Limit of Insurance on such property.

SECTION II – LIABILITY

Section II – Liability is amended to include the following clarifications and extensions of coverage. The provisions of the coverage form apply unless modified by the endorsement.

1. The insurance provided under Paragraphs **A.1.f.(1)(b)** and **A.1.f.(1)(d)** of **Coverage Extension – Supplementary Payments** are replaced by the following:

- (b) Up to \$3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

(d) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$350 a day because of time off from work.

2. Paragraph **A.2.a.(3)(b). Coverages Medical Payments** is replaced by the following:

(b) The expenses are incurred and reported to us within three years of the date of the accident; and

3. With respect to **B.1. Exclusions Applicable To Business Liability Coverage**, Paragraphs **k.(3), k.(4), k.(6)** and **l.** do not apply to the use of elevators.

The insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured, and the Other Insurance Condition is changed accordingly.

4. The following is added to Paragraph **C.1. Who Is An Insured:**

e. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, an insured does not include any subsidiary that is an insured under any other general liability policy, or would have been an insured under such policy but for termination of that policy or the exhaustion of that policy's limits of liability.

5. The following is added to Paragraph **C. Who Is An Insured:**

3. Any organization you newly acquire or form, other than a partnership, joint venture, or limited liability company and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Paragraph **A.1. Business Liability** does not apply to:

(1) "Bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

(2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, or limited liability company that is not shown as a Named Insured in the Declarations.

This provision does not apply to newly formed or acquired organizations coverage is excluded either by the provisions of the Coverage Part or by endorsements.

6. The following is added to Paragraph **E.2. Liability and Medical Expenses General Conditions Duties In The Event of Occurrence, Offense, Claim or Suit:**

e. The requirement in Paragraph **E.2.a.** that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim, applies only when the "occurrence" or offense is known to:

(1) You, if you are an individual or a limited liability company;

(2) A partner, if you are a partnership;

(3) A manager, if you are a limited liability company;

(4) An executive officer or an insurance manager, if you are a corporation; or

f. The requirement in Paragraph **E.2.b.** that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:

(1) You, if you are an individual or a limited liability company;

(2) A partner, if you are a partnership;

(3) A manager, if you are a limited liability company;

(4) An executive officer or an insurance manager, if you are a corporation; or

7. Paragraph **F.3. Liability and Medical Expenses Definitions** is replaced by the following:

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESSOWNERS EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SECTION I – PROPERTY

With respect to coverage provided by **Section I – Property** of this endorsement, the provisions of the Businessowners Coverage Form apply, unless modified by **Section I – Property** of this endorsement. The coverage provided by **Section I – Property** of this endorsement applies separately to each location for which this endorsement is shown in the Declarations.

1. **A. Coverage, 5. Additional Coverages, c. Fire Department Service Charge, i. Civil Authority, k. Forgery or Alteration, and m. Business Income from Dependent Properties, paragraph (5)(a)** are replaced by the following:

c. Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$5,000 for your liability for fire department service charges:

- (1) Assumed by contract or agreement prior to loss; or
- (2) Required by local ordinance.

i. Civil Authority

We will pay for the actual loss of Business Income you sustain and necessary Extra Expense caused by action of civil authority that prohibits access to the described premises due to direct physical loss of or damage to property, other than at the described premises, caused by or resulting from any Covered Cause of Loss.

This coverage will apply for a period of up to three consecutive weeks from the date of that action.

The definitions of Business Income and Extra Expense contained in the Business Income and Extra Expense Additional Coverages also apply to this Civil Authority Additional Coverage. The Civil Authority Additional Coverage is not subject to the Limits of Insurance of **Section I – Property**.

k. Forgery or Alteration

- (1) We will pay for loss resulting directly from forgery or alteration of, any check, draft, promissory note, bill of exchange or similar written promise of payment in "money", that you or your agent has issued, or that was issued by someone who impersonates you or your agent.

- (2) If you are sued for refusing to pay the check, draft, promissory note, bill of exchange or similar written promise of payment in "money", on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur in that defense.

- (3) The most we will pay for this Additional Coverage, including legal expenses, in any annual policy period regardless of the number of locations scheduled, occurrences, accidents, insured or claims made is \$10,000, unless a higher Limit of Insurance is shown in the Declarations.

m. Business Income from Dependent Properties

- (5) The coverage period for Business Income under this Additional Coverage:

- (a) Begins immediately after the time of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the described premises; or

2. **A. Coverage, 5. Additional Coverages, f. Business Income** is amended by the addition of the following:

f. Business Income

(5) Newly Acquired Locations

- a. You may extend your Business Income Coverage to apply to property at any location you acquire other than at fairs or exhibitions.
- b. The most we will pay under this Extension, for the sum of Business Income loss and Extra Expense incurred, is \$100,000 at each location.
- c. Insurance under this Extension for each newly acquired location will end when any of the following first occurs:
 - (1) This policy expires;
 - (2) 30 days expire after you acquire or begin to construct the property; or
 - (3) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property.

3. **A. Coverage, 5. Additional Coverages** is amended by adding the following coverage:

p.s. Lock Replacement and Rekeying

We will pay the necessary expenses you incur to replace or rekey locks made necessary due to theft or unauthorized copying of keys or any other legitimate security concern.

This insurance does not apply to loss caused by:

- (1) Vandalism; or
- (2) Wear and Tear.

The most we will pay under this additional coverage during each policy period is \$1,000.

Lock replacement and rekeying is not subject to a deductible.

q.t. Spoilage Coverage

- (1) This policy is extended to cover "perishable stock" at the described premises owned by you or by others that is in your care, custody or control.

"Perishable stock" is defined as personal property that is:

- (a) Maintained under controlled conditions for its preservation; and
- (b) Susceptible to loss or damage if the controlled conditions change.

- (2) For the purpose of this extension only, the Covered Cause of Loss is defined as:

- (a) Breakdown or Contamination, meaning:

- (i) Change in temperature or humidity resulting from mechanical breakdown or mechanical failure of refrigerating, cooling or humidity control apparatus or equipment, but only while such equipment or apparatus is at the described premises; or
- (ii) Contamination by the refrigerant.

- (b) Power Outage, meaning change in temperature or humidity resulting from complete or partial interruption of electrical power, either on or off the described premises, due to conditions beyond your control.

- (3) For the purpose of this Additional Coverage only, the following Exclusions are added:

We will not pay for loss or damage caused by or resulting from:

- (a) The disconnection of any refrigerating, cooling or humidity control system from the source of power.
- (b) The deactivation of electrical power caused by the manipulation of any switch or other device used to control the flow of electrical power or current.

- (c) The inability of an Electrical Utility Company or other power source to provide sufficient power due to:

- (i) lack of fuel; or
- (ii) governmental order.
- (iii) lack of generating capacity to meet demand.

- (d) Breaking of any glass that is a permanent part of any refrigerating, cooling or humidity control unit.

(4) Conditions

The following condition applies in addition to the Property Loss Conditions (as modified in (a) above) and Property General Conditions in Section I – Property and Section III – Common Policy Conditions:

Additional Condition – Refrigeration Maintenance Agreements

You must maintain a refrigeration maintenance or service agreement as described below. If you do not maintain this required agreement, the insurance provided by this endorsement will be automatically suspended at the location involved.

A refrigeration maintenance agreement means a written service contract, between you and the refrigeration service organization, which provides for regular periodic inspection of the refrigeration equipment at the insured location, and the servicing and repair of the equipment, including emergency response at the insured location. This limit does not apply in addition to any limit shown for this coverage in the Declarations.

- (5) The most we will pay under this Additional Coverage is \$5,000 per any one occurrence. This limit does not apply in addition to any limit shown for this coverage in the Declarations.
- (6) This Additional Coverage, Spoilage will not increase the Limit Of Insurance provided in this policy.
- (7) If Petroleum Marketers Industry Extension, form BP7148 applies, this Additional Coverage does not apply.

r.u. Arson And Theft Rewards

We will reimburse you for rewards paid by you to any person or persons, other than you, your officers, managers, your employees or your active members, for information leading to an arson or theft conviction in connection with a covered loss to covered property resulting from fire or theft.

The most we will pay under this Additional Coverage is \$5,000 per loss. This is the most we will pay regardless of the number of persons who provided information.

S.V. Water Back-Up And Sump Overflow

- (1) We will pay for direct physical loss or damage to Covered Property, covered under **Section I – Property**, caused by or resulting from:
 - (a) Water which backs up through or overflows from a sewer or drain; or
 - (b) Water which overflows from a sump, even if the overflow results from mechanical breakdown of a sump pump or its related equipment.However, with respect to Paragraph (b) above, we will not pay the cost of repairing or replacing a sump pump or its related equipment in the event of a mechanical breakdown.
- (2) The coverage described in Paragraph (1) of this Additional Coverage does not apply to loss or damage resulting from an insured's failure to:
 - (a) Keep a sump pump or its related equipment in proper working condition; or
 - (b) Perform the routine maintenance or repair necessary to keep a sewer or drain free from obstructions.
- (3) With respect to the coverage provided under this Additional Coverage, Exclusion **B.1.g. Water** in **Section I – Property** is replaced by the following exclusion:

g. Water

- (1) Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;
- (2) Mudslide or mudflow; or
- (3) Water under the ground surface pressing on, or flowing or seeping through:
 - (a) Foundations, walls, floors or paved surfaces;
 - (b) Basements, whether paved or not; or
 - (c) Doors, windows or other openings.

But if Water, as described in **g.(1)** through **g.(3)**, results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage.

- (4) The most we will pay for this Additional Coverage in any annual policy period, regardless of the number of locations scheduled, occurrences, accidents, insureds or claims made is \$5,000 for Water Back-Up And Sump Overflow.

E.W. Employee Dishonesty

- (1) We will pay for direct loss of or damage to Business Personal Property and "money" and "securities" resulting from dishonest acts committed by any of your employees acting alone or in collusion with other persons (except you or your partner) with the manifest intent to:
 - (a) Cause you to sustain loss or damage; and also
 - (b) Obtain financial benefit (other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other employee benefits earned in the normal course of employment) for:
 - (i) Any employee; or
 - (ii) Any other person or organization.
- (2) We will not pay for loss or damage:
 - (a) Resulting from any dishonest or criminal act that you or any of your partners or "members" commit whether acting alone or in collusion with other persons.
 - (b) Resulting from any dishonest act committed by any of your employees (except as provided in Paragraph (1)), "managers" or directors:
 - (i) Whether acting alone or in collusion with other persons; or
 - (ii) While performing services for you or otherwise.
 - (c) The only proof of which as to its existence or amount is:
 - (i) An inventory computation; or
 - (ii) A profit and loss computation.
- (3) The most we will pay for this Additional Coverage in any annual policy period regardless of the number of locations scheduled, occurrences, accidents, insureds or claims made is \$10,000 for Employee Dishonesty Coverage. This limit does not apply in addition to any limit shown for this coverage in the Declarations.
- (4) All loss or damage:
 - (a) Caused by one or more persons; or
 - (b) Involving a single act or series of acts; is considered one occurrence.
- (5) If any loss is covered:
 - (a) Partly by this insurance; and
 - (b) Partly by any prior cancelled or terminated insurance that we or any affiliate had issued to you or any predecessor in interest;the most we will pay is the larger of the amount recoverable under this insurance or the prior insurance.

We will pay only for loss or damage you sustain through acts committed or events occurring during the Policy Period. Regardless of the number of years this policy remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or period to period.

- (6) This coverage is cancelled as to any employee immediately upon discovery by:
- (a) You; or
 - (b) Any of your partners, "members", "managers", officers or directors not in collusion with the employee;
- of any dishonest act committed by that employee before or after being hired by you.
- (7) We will pay only for covered loss or damage sustained during the policy period and discovered no later than one year from the end of the policy period.
- (8) If you (or any predecessor in interest) sustained loss or damage during the policy period of any prior insurance that you could have recovered under that insurance except that the time within which to discover loss or damage had expired, we will pay for it under this coverage, provided:
- (a) This coverage became effective at the time of cancellation or termination of the prior insurance; and
 - (b) The loss or damage would have been covered by this coverage had it been in effect when the acts or events causing the loss or damage were committed or occurred.
- (9) The insurance under Paragraph (8) above is part of, not in addition to, the Limit of Insurance applying to this coverage and is limited to the lesser of the amount recoverable under:
- (a) This coverage as of its effective date; or
 - (b) The prior insurance had it remained in effect.

u.x. Utility Services – Direct Damage

(1) Coverage

We will pay for loss of or damage to Covered Property caused by an interruption in utility service to the described premises. The interruption in utility service must result from direct physical loss or damage by a Covered Cause of Loss to the property described in (3) below and located off the described premises.

(2) Exception

Coverage under this Additional Coverage for loss or damage to Covered Property does not apply to loss or damage to

electronic data, including destruction or corruption of electronic data.

(3) Utility Supply Services

(a) **Water Supply Services**, meaning the following types of property supplying water to the described premises:

- (i) Pumping stations; and
- (ii) Water mains.

(b) **Communication Supply Services**, meaning property supplying communication services, including telephone, radio, microwave or television services to the described premises, such as:

- (i) Communication transmission lines, including optic fiber transmission lines;
- (ii) Coaxial cables; and
- (iii) Microwave radio relays except satellites.

Communication Supply Services does not include overhead transmission lines.

(c) **Power Supply Services**, meaning the following types of property supplying electricity, steam or gas to the described premises:

- (i) Utility generating plants;
- (ii) Switching stations;
- (iii) Substations;
- (iv) Transformers; and
- (v) Transmission lines.

Power Supply Services does not include overhead transmission lines.

- (4) The most we will pay for loss or damage under this Additional Coverage is \$2,500 in any one occurrence. This Additional Coverage, Utility Services – Direct Damage, will not increase the Limits Of Insurance provided by this policy. This limit does not apply in addition to any limit shown for this coverage in the Declarations.

4. **A. Coverage, 6. Coverage Extensions, a. Newly Acquired or Constructed Property**, paragraphs (1) and (2), **b. Personal Property Off Premises, c. Outdoor Property**, and **d. Personal Effects** are replaced by the following:

a. Newly Acquired or Constructed Property

(1) Buildings

If this policy covers Buildings, you may extend that insurance to apply to:

- (a) Your new buildings while being built on the described premises; and
- (b) Buildings you acquire at premises other than the one described, intended for:
 - (i) Similar use as the building described in the Declarations; or

- (ii) Use as a warehouse.

The most we will pay for loss or damage under this Extension is \$500,000 at each building.

(2) Business Personal Property

- (a) If this policy covers Business Personal Property, you may extend that insurance to apply to:

- (i) Business Personal Property, including such property that you newly acquire, at any location you acquire.
- (ii) Business Personal Property, including such property that you newly acquire, located at your newly constructed or acquired buildings at the location described in the Declarations; or
- (iii) Business Personal Property that you newly acquire, located at the described premises.

This Extension does not apply to personal property that you temporarily acquire in the course of installing or performing work on such property or your wholesale activities.

The most we will pay for loss or damage under this Extension is \$250,000 at each premises.

b. Personal Property Off Premises

You may extend the insurance that applies to Business Personal Property to apply to covered Business Personal Property, other than "money" and "securities", "valuable papers and records" or accounts receivable, while it is in the course of transit or temporarily at a premises not described in the Declarations. The most we will pay for loss or damage under this Extension is \$10,000.

c. Outdoor Property

You may extend the insurance provided by this policy to apply to your outdoor fences, radio and television antennas (including satellite dishes), signs (other than signs attached to buildings), trees, shrubs and plants, including debris removal expense, caused by or resulting from any of the following causes of loss:

- (1) Fire;
- (2) Lightning;
- (3) Explosion;
- (4) Riot or Civil Commotion;
- (5) Aircraft or Vehicles;
- (6) Windstorm or Hail;
- (7) Smoke; or
- (8) Vandalism.

The most we will pay for loss or damage under this Extension is \$10,000, but not more than \$500 for any one tree, shrub or plant. This limit does not apply in addition to any limit shown for Outdoor Signs coverage in the Declarations.

d. Personal Effects

You may extend the insurance that applies to Business Personal Property to apply to personal effects owned by you, your officers, your partners or "members", your "managers" or your employees. This extension does not apply to:

- (1) Tools or equipment used in your business; or
- (2) Loss or damage by theft.

If there is other insurance covering the same loss or damage, we will pay only for the amount of covered loss in excess of the amount due from that other insurance. At our option any loss covered under this extension may be adjusted with and payable to you

The most we will pay for loss or damage under this Extension is \$5,000 at each described premises.

5. A. Coverage, 6. Coverage Extensions is amended by adding the following coverage:

g. Money and Securities

- (1) We will pay for loss of "money" and "securities" used in your business while at a bank or savings institution, within your living quarters or the living quarters of your partners or any employee having use and custody of the property, or while in the custody of a person you have authorized to have custody of the "money" or "securities", at the described premises or in transit between any of these places resulting directly from:

- (a) Theft, meaning any act of stealing;
- (b) Disappearance; or
- (c) Destruction.

- (2) In addition to the Limitations and Exclusions applicable to **Section I – Property**, we will not pay for loss:

- (a) Resulting from accounting or arithmetic errors or omissions;
- (b) Due to the giving or surrendering of property in any exchange or purchase; or
- (c) Of property contained in any "money" operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device.

- (3) All loss:
- (a) Caused by one or more persons; or
 - (b) Involving a single act or series of related acts;
- is considered one occurrence.
- (4) You must keep records of all "money" and "securities" so we can verify the amount of any loss or damage.
- (5) In the event of loss or damage we will determine the value as follows:
- (a) "Money" at its face value; and
 - (b) "Securities" at their value at the close of business on the day the loss is discovered.
- (6) The most we will pay under this Extension for loss in any one occurrence is \$10,000. This limit does not apply in addition to any limit shown for this coverage in the Declarations.

h. Premises Damage Resulting From Burglary or Robbery

We will pay for loss or damage to the building at the described premises caused by or resulting from actual or attempted burglary or robbery if you are legally obligated to pay such loss or damage. The most we will pay under this Extension is \$5,000 at each described premises.

i. Claims Data Expense

We will pay up to \$2,500 for reasonable costs you incur in preparing loss data required by policy conditions after a covered property loss. This includes the cost of taking inventory, making appraisals and preparing other data to determine the extent of your loss.

We will not pay for expenses or fees you incur from public insurance adjusters or for expenses related to claims not covered by this policy.

j. Fine Arts

We will pay for loss or damage, including breakage, to your fine arts or fine arts of others in your care, custody or control. For the purpose of this Extension fine arts means antiques or rare articles, including etchings, pictures, statuary, marbles, bronzes, porcelains; rare books; antique silver; rare glass; manuscripts and other bona fide works of art of rarity, historical value or artistic merit.

We will determine the value of the fine arts at market value at the time of loss or damage.

In case of loss or damage to a pair or set, we will pay you the full value of the pair or set and you agree to surrender the remaining articles of the set to us.

Our payment for loss or damage to fine arts of others will only be for the account of the owner of the property. If other insurance exists for loss or damage covered under this Extension,

whether it can be collected or not, this Extension will not apply to that part of the loss.

The most we will pay under this Extension is \$2,500.

6. **C. Limits of Insurance, 2.** \$1,000 limitation to outdoor signs attached to buildings, is deleted.

7. The following is added to **Section D. Deductibles**:

- 4. With respect to the coverages provided by this endorsement, we will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds \$500 or the Property Deductible shown on the Businessowners Declarations, whichever is less. We will then pay the amount of loss or damage in excess of \$500 or the Property Deductible shown on the Businessowners Declarations, whichever is less, up to the applicable Limit of Insurance.

8. Paragraph **a.** of the "Period of Restoration" definition is replaced by the following:

- a. Begins immediately after the time of direct physical loss or damage caused by or resulting from any covered cause of loss at the described premises; and

9. Throughout the forms modified by this endorsement the words "within 100 feet" are replaced with "within 1,000 feet."

10. Brands and Labels

- a. If branded or labeled merchandise that is Covered Property is damaged by a Covered Cause of Loss, we may take all or any part of the property at an agreed or appraised value. If so, you may:

- 1. Stamp "salvage" on the merchandise or its containers, if the stamp will not physically damage the merchandise; or
- 2. Remove the brands or labels, if doing so will not physically damage the merchandise. You must relabel the merchandise or its containers to comply with the law.

- b. We will pay reasonable costs you incur to perform the activity described in **a.1.** or **a.2.** above. But the total we pay for these costs and the value of the damaged property will not exceed the applicable Limit of Insurance on such property.

SECTION II – LIABILITY

Section II – Liability is amended to include the following clarifications and extensions of coverage. The provisions of the coverage form apply unless modified by the endorsement.

1. The insurance provided under Paragraphs **A.1.f.(1)(b)** and **A.1.f.(1)(d)** of **Coverage Extension – Supplementary Payments** are replaced by the following:

- (b) Up to \$3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- (d) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$350 a day because of time off from work.
2. Paragraph **A.2.a.(3)b. Coverages Medical Payments** is replaced by the following:
 - b. The expenses are incurred and reported to us within three years of the date of the accident; and
 3. With respect to **B.1. Exclusions Applicable To Business Liability Coverage**, Paragraphs **k.(3), k.(4), k.(6)** and **l.** do not apply to the use of elevators.
 The insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured, and the Other Insurance Condition is changed accordingly.
 4. The following is added to Paragraph **C.1. Who Is An Insured:**
 - e. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, an insured does not include any subsidiary that is an insured under any other general liability policy, or would have been an insured under such policy but for termination of that policy or the exhaustion of that policy's limits of liability.
 5. The following is added to Paragraph **C. Who Is An Insured:**
 - 4.3.** Any organization you newly acquire or form, other than a partnership, joint venture, or limited liability company and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Paragraph **A.1. Business Liability** does not apply to:
 - (1) "Bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, or limited liability company that is not shown as a Named Insured in the Declarations.

This provision does not apply to newly formed or acquired organizations coverage is excluded either by the provisions of the Coverage Part or by endorsements.
 6. The following is added to Paragraph **E.2. Liability and Medical Expenses General Conditions Duties In The Event of Occurrence, Offense, Claim or Suit:**
 - e. The requirement in Paragraph **E.2.a.** that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim, applies only when the "occurrence" or offense is known to:
 - (1) You, if you are an individual or a limited liability company;
 - (2) A partner, if you are a partnership;
 - (3) A manager, if you are a limited liability company;
 - (4) An executive officer or an insurance manager, if you are a corporation; or
 - f. The requirement in Paragraph **E.2.b.** that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:
 - (1) You, if you are an individual or a limited liability company;
 - (2) A partner, if you are a partnership;
 - (3) A manager, if you are a limited liability company;
 - (4) An executive officer or an insurance manager, if you are a corporation; or
 7. Paragraph **F.3. Liability and Medical Expenses Definitions** is replaced by the following:
 3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS PERSONAL PROPERTY – ACTUAL CASH VALUE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM – SECTION I – PROPERTY

- A.** Property Loss Condition **5. Loss Payment d.(2)** is changed to read as follows:
- (2)(a)** If the "Actual Cash Value – Buildings" option applies, as shown in the Declarations, paragraph **(1)** above does not apply to Buildings. Instead, we will determine the value of Buildings at actual cash value;
 - (b)** If the "Actual Cash Value – Business Personal Property" option applies, as shown in the Declarations, paragraph **(1)** above does not apply to Business Personal Property. Instead, we will determine the value of Business Personal Property at actual cash value.
- B.** Property Loss Condition **5. Loss Payment d.(5)(a)** is changed to read as follows:
- (5)(a)** actual cash value if you make repairs promptly.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS PERSONAL PROPERTY – ACTUAL CASH VALUE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM – SECTION I – PROPERTY

A. Property Loss Condition ~~6.~~ **5. Loss Payment d.(2)** is changed to read as follows:

- (2) (a)** If the "Actual Cash Value – Buildings" option applies, as shown in the Declarations, paragraph **(1)** above does not apply to Buildings. Instead, we will determine the value of Buildings at actual cash value;
- (b)** If the "Actual Cash Value – Business Personal Property" option applies, as shown in the Declarations, paragraph **(1)** above does not apply to Business Personal Property. Instead, we will determine the value of Business Personal Property at actual cash value.

B. Property Loss Condition ~~6.~~ **5. Loss Payment d.(5)(a)** is changed to read as follows:

- (5) (a)** actual cash value if you make repairs promptly.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – GRANTOR OF FRANCHISE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE*

Name of Person or Organization:
Location of Premises:
Additional Premium:
*If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.

WHO IS AN INSURED in **SECTION II – Liability** is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as grantor of a franchise to you at the location shown in the schedule.

This insurance does not apply to any “occurrence” that takes place after you cease the Franchise Agreement or structural alterations, new construction or demolition operations performed by or for the person or organization shown in the Schedule.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – GRANTOR OF FRANCHISE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE*

Name of Person or Organization:
Location of Premises:
Additional Premium:
*The information to complete this schedule if not shown here will be shown in the Declarations.

The following is added to Paragraph C. **WHO IS AN INSURED** in **SECTION II – Liability** is amended to include as an insured 4. the person or organization shown in the Schedule ~~is also an Insured~~, but only with respect to their liability as grantor of a franchise to you at the location shown in the schedule.

This insurance does not apply to any “occurrence” that takes place after you cease the Franchise Agreement or structural alterations, new construction or demolition operations performed by or for the person or organization shown in the Schedule.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESSOWNERS SPOILAGE COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE*

Location No.	Building No.	Limit of Insurance	Refrigeration Maintenance Agreement

*If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.

A. Paragraph A.1. – COVERED PROPERTY is replaced by the following:

Covered Property means “perishable stock” at the described premises owned by you or by others that is in your care, custody or control.

B. The following is added to Paragraph A.2. – PROPERTY NOT COVERED:

j. Property located on buildings, in the open or in vehicles.

C. Paragraph A.3. – COVERED CAUSES OF LOSS is replaced by the following:

a. Breakdown or Contamination, meaning:

(1) Change in temperature or humidity resulting from mechanical breakdown or mechanical failure of refrigerating, cooling or humidity control apparatus or equipment, only while such equipment or apparatus is at the described premises; or

(2) Contamination by the refrigerant.

b. Power Outage, meaning change in temperature or humidity resulting from complete or partial interruption of electrical power, either on or off the described premises, due to conditions beyond your control.

D. Paragraph A.6. – COVERAGE EXTENSIONS does not apply.

E. Paragraph B. – EXCLUSIONS is changed by the following:

1. Only the following exclusions contained in paragraph **B.1. EXCLUSIONS** apply to Spoilage Coverage:

EARTH MOVEMENT; GOVERNMENTAL ACTION; NUCLEAR HAZARD; WAR AND MILITARY ACTION, and WATER.

2. The following **EXCLUSIONS** are added:

We will not pay for loss or damage caused by or resulting from:

a. The disconnection of any refrigerating, cooling or humidity control system from the source of power.

b. The deactivation of electrical power caused by the manipulation of any switch or other device used to control the flow of electrical power or current.

c. The inability of an Electrical Utility Company or other power source to provide sufficient power due to:

(1) lack of fuel; or

(2) governmental order; or

(3) Lack of generating capacity to meet demand.

d. Breaking of any glass that is a permanent part of any refrigerating, cooling or humidity control unit.

F. Paragraph F.2. – MORTGAGEHOLDERS is replaced by the following:

REFRIGERATION MAINTENANCE AGREEMENT

If a refrigeration maintenance agreement is shown as applicable by an “X” on this endorsement, the following condition applies:

You must maintain a refrigeration maintenance or service agreement. If you voluntarily terminate this agreement and do not notify us, the insurance provided by this endorsement will be automatically suspended at the involved location.

G. The following is added to H. – PROPERTY DEFINITIONS:

“**Perishable Stock**” means personal property:

a. Maintained under controlled conditions for its preservation; and

b. Susceptible to loss or damage if the controlled conditions change.

H. Section D. – DEDUCTIBLES

With regard to the coverage provided by this endorsement, we will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds \$500. We will then pay the amount of loss or damage in excess of \$500 up to the applicable Limit of Insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESSOWNERS SPOILAGE COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM ~~SECTION I – PROPERTY~~

~~This coverage Form applies if a Limit of Insurance is shown below:~~ **SCHEDULE***

Loc. No.	Building No.	Limit of Insurance	Refrigeration Maintenance Agreement
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~~Information required, if not shown on this endorsement, will be shown in the Declarations.~~ ***If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.**

A. Paragraph A.1. COVERED PROPERTY is replaced by the following:

Covered Property means “perishable stock” at the described premises owned by you or by others that is in your care, custody or control.

B. The following is added to Paragraph A.2. PROPERTY NOT COVERED:

g. i. Property located on buildings, in the open or in vehicles.

C. Paragraph A.3. COVERED CAUSES OF LOSS is replaced by the following:

a. Breakdown or Contamination, meaning:

(1) Change in temperature or humidity resulting from mechanical breakdown or mechanical failure of refrigerating, cooling or humidity control apparatus or equipment, only while such equipment or apparatus is at the described premises; or

(2) Contamination by the refrigerant.

b. Power Outage, meaning change in temperature or humidity resulting from complete or partial interruption of electrical power, either on or off the described premises, due to conditions beyond your control.

D. Paragraph A.6. COVERAGE EXTENSIONS does not apply.

E. Paragraph B. EXCLUSIONS is changed by the following:

1. Only the following exclusions contained in paragraph **B.1. EXCLUSIONS** apply to Spoilage Coverage:

EARTH MOVEMENT; GOVERNMENTAL ACTION; NUCLEAR HAZARD; WAR AND MILITARY ACTION, and WATER.

2. The following **EXCLUSIONS** are added:

We will not pay for loss or damage caused by or resulting from:

a. The disconnection of any refrigerating, cooling or humidity control system from the source of power.

b. The deactivation of electrical power caused by the manipulation of any switch or other device used to control the flow of electrical power or current.

c. The inability of an Electrical Utility Company or other power source to provide sufficient power due to:

(1) lack of fuel; or

(2) governmental order; or

(3) Lack of generating capacity to meet demand.

d. Breaking of any glass that is a permanent part of any refrigerating, cooling or humidity control unit.

F. Paragraph F.2. MORTGAGEHOLDERS is replaced by the following:

REFRIGERATION MAINTENANCE AGREEMENT

If a refrigeration maintenance agreement is shown as applicable by an “X” on this endorsement, the following condition applies:

You must maintain a refrigeration maintenance or service agreement. If you voluntarily terminate this agreement and do not notify us, the insurance provided by this endorsement will be automatically suspended at the involved location.

G. The following is added to H. PROPERTY DEFINITIONS:

“Perishable Stock” means personal property:

a. Maintained under controlled conditions for its preservation; and

b. Susceptible to loss or damage if the controlled conditions change.

H. Section D. DEDUCTIBLES

With regard to the coverage provided by this endorsement, we will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds \$500. We will then pay the amount of loss or damage in excess of \$500 up to the applicable Limit of Insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**COVERAGE FOR INJURY TO CO - EMPLOYEES AND/OR
YOUR OTHER VOLUNTEER WORKERS**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE*

Designated Specific Employee(s), Volunteer Worker(s) or Specific Job Title(s):

*If no entry appears above, the information required to complete this endorsement will be shown in the declarations as applicable to this endorsement.

Section II – Liability is amended as follows:

A. The following is added to Paragraph **C.2.a.(1)** Who Is An Insured:

- (e) Paragraphs (a), (b) and (c) do not apply to the specific "employee(s)" or "volunteer worker(s)", or any "employee(s)" or "volunteer worker(s)" holding the "specific job title(s)" designated in the schedule of this endorsement, with respect to "bodily injury" to a co-"employee" or other "volunteer worker".
- (f) Paragraph (d) does not apply to "bodily injury" arising out of an "employees" providing of or failing to provide professional health care services in connection with the practice of pharmacy, but only in the operations of a retail pharmacist or pharmacy when such separate endorsement has been attached to the coverage form.

B. With respect to only your "employees" who occupy the positions under Designated Covered Positions in the schedule of this endorsement, Paragraph **C.3.a.** Who Is An Insured is deleted.

C. The following is added to Paragraph **F. Insurance Under Two Or More Coverages** Condition, under **Section III – Common Policy Conditions (Applicable To Section I – Property And Section II – Liability):**

The coverage provided by this endorsement is excess over any other valid and collectible insurance that covers the liability of the designated "employee(s)" or "volunteer worker(s)" or an "employee" or "volunteer worker" holding a job title designated in the Schedule of this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED –
CO-EMPLOYEE BODILY INJURY OR PERSONAL INJURY
COVERAGE FOR INJURY TO CO - EMPLOYEES AND/OR
YOUR OTHER VOLUNTEER WORKERS**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE*

Designated Covered Position(s)

Designated Specific Employee(s), Volunteer Worker(s) or Specific Job Title(s):

(*If no entry appears above, the information required to complete this endorsement will be shown in the declarations as applicable to this endorsement.)

Section II – Liability is amended as follows:

A. The following is added to Paragraph **C.2.a.(1) Who Is An Insured**:

(e) Paragraphs **(a)**, **(b)** and **(c)** do not apply to any "employee(s)" holding the covered position(s), designated in the schedule of this endorsement, with respect to "bodily injury" to a co-"employee". the specific "employee(s)" or "volunteer worker(s)", or any "employee(s)" or "volunteer worker(s)" holding the "specific job title(s)" designated in the schedule of this endorsement, with respect to "bodily injury" to a co-"employee" or other "volunteer worker".

(f) Paragraph **(d)** does not apply to "bodily injury" arising out of an "employees" providing of or failing to provide professional health care services in connection with the practice of pharmacy, but only in the operations of a retail pharmacist or pharmacy when such separate endorsement has been attached to the coverage form.

B. With respect to only your "employees" who occupy the positions under Designated Covered Positions in the schedule of this endorsement, Paragraph **C.3.a. Who Is An Insured** is deleted.

C. The following is added to Paragraph **F. Insurance Under Two Or More Coverages** Condition, under **Section III – Common Policy Conditions (Applicable To Section I – Property And Section II – Liability)**:

The coverage provided by this endorsement is excess over any other valid and collectible insurance that covers the liability of the designated "employee(s)" or "volunteer worker(s)" or an "employee" or "volunteer worker" holding a job title designated in the Schedule of this endorsement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHURCH LIABILITY COVERAGE EXTENSION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Section II – Liability is amended as follows:

A. Counseling Liability

SCHEDULE OF POSITIONS COVERED*

Name of Position	Number of People Filling This Position
<p>*Information required to complete this schedule, if not shown on this endorsement, will be shown on the Declarations as applicable to this endorsement.</p>	

1. Paragraph A.1. Coverages also applies to:

“Bodily injury,” “property damage” and “personal and advertising injury” arising out of the rendering of or failure to render professional services in counseling activities performed by you or any person occupying a scheduled position.

For the purpose of determining the limits of insurance for coverage provided by this endorsement, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one “occurrence.”

2. The following is added to Paragraph B.1. Exclusions for Counseling Liability only:

This insurance does not apply to “Bodily injury,” “property damage” or “personal and advertising injury” arising out of:

- (1) your commitment of a patient to a psychiatric institution unless such commitment was made in full compliance with the laws or statutes of the state within which the commitment was made.
- (2) your acts, errors or omissions as a member of a formal accreditation or similar professional board or committee of any hospital or professional society.
- (3) your accepting and/or undertaking custodial care of or responsibility of a patient pursuant to request, instruction, authorization or direction of any governmental agency, authority, board or officer having such authority or responsibility.

(4) any actual or alleged conduct of a sexual nature.

(5) willful violation of a penal statute or ordinance committed by or with the knowledge or consent of any insured.

(6) any injury caused by any insured while:

(a) legally intoxicated, as defined in the jurisdiction where the injury occurs; or

(b) under the influence of medication, narcotics, or any other controlled substances. However, this exclusion will not apply if such medication, narcotics, or other controlled substances are being used under the supervision of a physician, and in accordance with the physician's directions.

(7) any dishonest, fraudulent or criminal act or omission of any insured.

3. The following is added to Paragraph C. Who Is An Insured for Counseling Liability only:

Any “employee” occupying a position scheduled in the “Schedule of Positions Covered” on this coverage form is an insured for Counseling Liability.

No person, whether or not otherwise an insured by provisions elsewhere in this policy to which this form is attached, is an insured under this coverage for damages arising out of counseling activities performed by said person whether on behalf of you or on behalf of others, unless the position of such person is named in the “Schedule of Positions Covered.”

4. Paragraph **D. Liability and Medical Expenses Limits of Insurance** is amended to apply to Counseling Liability, only, as follows:

- a. Paragraph **2.** is amended to include the following:

All "bodily injury," "property damage" and "personal and advertising injury" insured under this endorsement arising out of one "occurrence" is a part of, not in addition to, the limits provided under paragraph **D.2.**

- b. Paragraph **4.** is amended as follows:

(1) Paragraph **a.** is replaced by the following:

- a. Injury or damage under the "products-completed operations hazard" and counseling liability as provided by this endorsement arising from all "occurrences" during the policy period is the Liability and Medical Expenses limit.

(2) Paragraph **b.** is deleted.

B. Medical Payments for Church Members and Volunteers

Paragraph **B.2.a. Exclusions** is deleted and replaced by the following:

- (a) To any insured, except church members or volunteer workers who are not paid a fee, salary or other compensation.

C. Insured Status for Members, Trustees, Officials, Clergy or Volunteers

The following is added to Paragraph **C.2. Who Is An Insured** :

- e. Any of your members, but only with respect to their liability for your activities or activities they perform on your behalf.
- f. Any trustee, official, member of the board of governors or clergy but only with respect to their duties as such.
- g. Any person(s) who are volunteer worker(s) for you, but only while acting at your direction and within the scope of their duties. However, no volunteer is an insured for:

(1) "Bodily injury" to

- (a) A co-volunteer or your "employee" arising out of and in the course of their duties for you; or
- (b) You, or if you are a partnership or joint venture, any partner or member thereof:

(2) "Property damage" to property owned, occupied or used by, rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by:

- (a) A co-volunteer or your "employee"; or
- (b) You, or if you are a partnership or joint venture, any partner or member.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHURCH LIABILITY COVERAGE EXTENSION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Section II – Liability is amended as follows:

A. Counseling Liability

Schedule of Positions Covered*	
Name of Position	Number of People Filling This Position
<p>*Information required to complete this schedule, if not shown on this endorsement, will be shown on the Declarations <u>as applicable to this endorsement</u>.</p>	

1. Paragraph **A.1. Coverages** also applies to:

“Bodily injury,” “property damage” and “personal and advertising injury” arising out of the rendering of or failure to render professional services in counseling activities performed by you or any person occupying a scheduled position.

For the purpose of determining the limits of insurance for coverage provided by this endorsement, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one “occurrence.”

2. The following is added to Paragraph **B.1. Exclusions** for Counseling Liability only:

~~g.~~ This insurance does not apply to “Bodily injury,” “property damage” or “personal and advertising injury” arising out of:

- (1) your commitment of a patient to a psychiatric institution unless such commitment was made in full compliance with the laws or statutes of the state within which the commitment was made.
- (2) your acts, errors or omissions as a member of a formal accreditation or similar professional board or committee of any hospital or professional society.
- (3) your accepting and/or undertaking custodial care of or responsibility of a patient pursuant to request, instruction, authorization or direction of any governmental agency, authority, board or officer having such authority or responsibility.

- (4) any actual or alleged conduct of a sexual nature.

- (5) willful violation of a penal statute or ordinance committed by or with the knowledge or consent of any insured.

- (6) any injury caused by any insured while:
- (a) legally intoxicated, as defined in the jurisdiction where the injury occurs; or

- (b) under the influence of medication, narcotics, or any other controlled substances. However, this exclusion will not apply if such medication, narcotics, or other controlled substances are being used under the supervision of a physician, and in accordance with the physician’s directions.

- (7) any dishonest, fraudulent or criminal act or omission of any insured.

3. The following is added to Paragraph **C. Who Is An Insured** for Counseling Liability only:

- ~~4.~~ Any “employee” occupying a position scheduled in the “Schedule of Positions Covered” on this coverage form is an insured for Counseling Liability.

No person, whether or not otherwise an insured by provisions elsewhere in this policy to which this form is attached, is an insured under this coverage for damages arising out of counseling activities performed by said person whether on behalf of you or on behalf of others, unless the position of such

person is named in the "Schedule of Positions Covered."

4. Paragraph **D. Liability and Medical Expenses Limits of Insurance** is amended to apply to Counseling Liability, only, as follows:

a. Paragraph **2.** is amended to include the following:

All "bodily injury," "property damage" and "personal and advertising injury" insured under this endorsement arising out of one "occurrence" is a part of, not in addition to, the limits provided under paragraph **D.2.**

b. Paragraph **4.** is amended as follows:

(1) Paragraph **a.** is replaced by the following:

a. Injury or damage under the "products-completed operations hazard" and counseling liability as provided by this endorsement arising from all "occurrences" during the policy period is the Liability and Medical Expenses limit.

(2) Paragraph **b.** is deleted.

B. Medical Payments for Church Members and Volunteers

Paragraph **B.2.a. Exclusions** is deleted and replaced by the following:

(a) To any insured, except church members or volunteer workers who are not paid a fee, salary or other compensation.

C. Insured Status for Members, Trustees, Officials, Clergy or Volunteers

Paragraph **C.2. Who Is An Insured** is amended to include the following as insureds:

e. Any of your members, but only with respect to their liability for your activities or activities they perform on your behalf.

f. Any trustee, official, member of the board of governors or clergy but only with respect to their duties as such.

g. Any person(s) who are volunteer worker(s) for you, but only while acting at your direction and within the scope of their duties. However, no volunteer is an insured for:

(1) "Bodily injury" to

(a) A co-volunteer or your "employee" arising out of and in the course of their duties for you; or

(b) You, or if you are a partnership or joint venture, any partner or member thereof:

(2) "Property damage" to property owned, occupied or used by, rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by:

(a) A co-volunteer or your "employee"; or

(b) You, or if you are a partnership or joint venture, any partner or member.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMPUTER PROTECTION PLUS EXTENSION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SECTION I – PROPERTY

The coverage provided by this endorsement is subject to the provisions applicable to the **Businessowners Coverage Form – Section I – Property** attached to this policy, including the deductible provisions, except as otherwise provided by this endorsement. The coverage provided by this endorsement applies separately to each location for which this endorsement is shown in the Declarations.

SCHEDULE*

ELECTRICAL INJURY DEDUCTIBLE

\$ _____

*If not shown on this endorsement, information required to complete the Schedule will be shown on the Declarations Page.

1. In regard to coverage on “Computer(s)” and “Electronic Media and Records”, **A. Coverage, 1. Covered Property, b.(2)** is replaced by the following:

(2) Property of others that is in your care, custody or control. However, if an item(s) of personal property of others is subject to a written contract which governs your liability for loss or damage to that item(s), then valuation of that item(s) will be based on the amount for which you are liable under such contract, but not to exceed the lesser of the replacement cost of the property or the Limit of Insurance applying to Business Personal Property at the described location.

2. In regard to coverage on “Computer(s)” and “Electronic Media and Records” under **A. Coverage, 6. Coverage Extensions, b. Personal Property Off Premises** is replaced by the following:

b. Off Premises Equipment, Media and Records

Coverage Extensions **6.b. Personal Property Off Premises** applies to Covered Property while such property, including duplicate or backup “Electronic Media and Records”, is in the course of transit or is located at a premises you do not own or will lease or operate for longer than 90 days.

The most we will pay for loss or damage under this Extension is \$5,000. However, if the lost or damaged property is your duplicate or backup “Electronic Media and Records” in storage at a

separate location which is at least 100 feet from the premises described in the Schedule, we will pay up to 50% of your largest “Valuable Paper and Records” limit of insurance. We will not pay more than \$50,000 at any one storage location.

3. Under **A. Coverage, 6. COVERAGE EXTENSIONS** the following are added:

g. Errors In Design

You may extend the insurance applying to “Computer(s)” to cover direct physical loss to your “Computer(s)” that results from errors in design or the use of faulty materials in the development, manufacture or installation of the equipment. This coverage does not apply to “Electronic Media and Records”.

This coverage extension is included within the Limit of Insurance applying to Business Personal Property at the described location.

h. Computer Virus

We will pay your expense to extract computer viruses from Covered Property and your cost to repair or replace Covered Property damaged by a computer virus.

As used in this endorsement computer virus means harmful code or similar instruction introduced into or enacted on a computer system (including “Electronic Media and Records”) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation or cause loss or damage to Covered Property.

The Errors or Omissions Exclusion **B.2.m.** in the Businessowners Coverage form does not apply to this Coverage Extension.

The most we will pay for loss or damage under this Coverage Extension is the lesser of \$25,000 or the applicable Limit of Insurance. This is the only portion of this policy that provides coverage for computer virus loss regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

This coverage extension is included within the Limit of Insurance applying to Business Personal Property at the described location.

i. Automatic Fire Extinguishing System Recharge

We will pay the cost to recharge your automatic fire extinguishing systems which protect your data processing operations when they discharge as intended to control loss or damage that would be covered by this policy.

We will not cover any loss that happens at the time if installation, repair or recharging of an automatic fire extinguishing system.

No deductible applies to this Coverage Extension.

j. Electrical Injury

We will pay for loss or damage caused by a change in artificially generated electrical current including a power surge, reduced voltage, blackout, brownout or other interruptions of normal electric power supply if such loss or damage exceeds the deductible for this extension.

This Coverage Extension is included within the Limit of Insurance applying to Business Personal Property at the described location.

This Coverage Extension is not subject to the term of the electrical apparatus Exclusion **B.2.A.**, to the extent that such Exclusion would conflict with the provisions of this Coverage Extension.

4. In regard to coverage on "Computer(s)" and "Electronic Media and Records" provided by this endorsement. The following changes are made to paragraph **B. Exclusions**.

a. The following exclusions do not apply:

- (1) paragraph **B.2.c.**
- (2) paragraph **B.2.d.**
- (3) paragraph **B.2.I.(2)**
- (4) paragraph **B.2.I.(3)**
- (5) paragraph **B.2.I.(4)**
- (6) paragraph **B.2.I.(5)**

- b.** Exclusion **B.2.a.** is replaced by the following:

a. Electrical Apparatus

Artificially generated electrical current, including electrical arcing, that disturbs electrical devices, appliances or wires. But if artificially generated electrical current results in fire, we will pay for the loss or damage caused by fire.

- c.** Exclusion **B.2.I.(7)** is replaced by the following:

(7) The following causes of loss to "Computer(s)" and "Electronic Media and Records":

(a) Dampness or dryness of atmosphere or changes in, or extremes of temperature, unless such conditions result from physical damage caused by a covered cause of loss to an air conditioning unit or system, including equipment and parts, which is part of, or used in the data processing operation.

(b) Marring or scratching.

But if an excluded cause of loss that is listed in **B.2.I.(1), (2), (6) or (7)** results in a "specified cause of loss" or building glass breakage, we will pay for the loss or damage caused by that "specified cause of loss" or building glass breakage.

5. In regard to coverage on "Computer(s)" and "Electronic Media and Records", **E. Property Loss Conditions, 5. Loss Payment, d.(3), (b)** is deleted.

6. **H. Property Definitions, 1.** "Computer" is replaced by the following:

1. "Computer" means:

- a.** Programmable electronic equipment that is used to store, retrieve and process data; and
- b.** Associated peripheral equipment that provides communication, including input and output functions such as printing and auxiliary functions such as data transmission.
- c.** Air conditioning equipment used exclusively in your data processing operations.

"Computer" does not include those used to operate production type machinery or equipment.

7. Deductible

The deductible shown in the policy applies to all loss or damage covered by this endorsement except loss or damage covered by the Electrical Injury Extension.

We will not pay for loss or damage under the Electrical Injury Extensions in any one occurrence until the amount of loss or damage exceeds the Deductible shown in the Schedule or Declarations for this Extension. We will then pay the amount of loss or damage in excess of the Deductible up to the applicable Limit of Insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMPUTER PROTECTION PLUS EXTENSION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SECTION I – PROPERTY

The coverage provided by this endorsement is subject to the provisions applicable to the **Businessowners Coverage Form – Section I – Property** attached to this policy, including the deductible provisions, except as otherwise provided by this endorsement. The coverage provided by this endorsement applies separately to each location for which this endorsement is shown in the Declarations.

SCHEDULE*

ELECTRICAL INJURY DEDUCTIBLE	\$ _____
(*Information required to complete the Schedule. If not shown on this endorsement, will be shown in the Declarations) <u>*If not shown on this endorsement, information required to complete the Schedule will be shown on the Declarations Page</u>	

1. In regard to coverage on “Computer(s)” and “Electronic Media and Records”, **A. Coverage, 1. Covered Property, b.(2)** is replaced by the following:

- (2) Property of others that is in your care, custody or control. However, if an item(s) of personal property of others is subject to a written contract which governs your liability for loss or damage to that item(s), then valuation of that item(s) will be based on the amount for which you are liable under such contract, but not to exceed the lesser of the replacement cost of the property or the Limit of Insurance applying to Business Personal Property at the described location.

2. In regard to coverage on “Computer(s)” and “Electronic Media and Records” under **A. Coverage, 6. Coverage Extensions, b. Personal Property Off Premises** is replaced by the following:

b. Off Premises Equipment, Media and Records

Coverage Extensions **6.b. Personal Property Off Premises** applies to Covered Property while such property, including duplicate or backup “Electronic Media and Records”, is in the course of transit or is located at a premises you do not own or will lease or operate for longer than 90 days.

The most we will pay for loss or damage under this Extension is \$5,000. However, if the lost or damaged property is your duplicate or backup “Electronic Media and Records” in storage at a separate location which is at least 100 feet from the premises described in the Schedule, we will pay up to 50% of your largest “Valuable Paper and Records” limit of insurance. We will not pay more than \$50,000 at any one storage location.

3. Under **A. Coverage, 6. COVERAGE EXTENSIONS** the following are added:

g. Errors In Design

You may extend the insurance applying to “Computer(s)” to cover direct physical loss to your “Computer(s)” that results from errors in design or the use of faulty materials in the development, manufacture or installation of the equipment. This coverage does not apply to “Electronic Media and Records”.

This coverage extension is included within the Limit of Insurance applying to Business Personal Property at the described location.

h. Computer Virus

We will pay your expense to extract computer viruses from Covered Property and your cost to repair or replace Covered Property damaged by a computer virus.

As used in this endorsement computer virus means harmful code or similar instruction introduced into or enacted on a computer system (including “Electronic Media and Records”) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation or cause loss or damage to Covered Property.

The Errors or Omissions Exclusion **B.2.m.** in the Businessowners Coverage form does not apply to this Coverage Extension.

The most we will pay for loss or damage under this Coverage Extension is the lesser of \$25,000 or the applicable Limit of Insurance. This is the only portion of this policy that provides coverage for computer virus loss regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

This coverage extension is included within the Limit of Insurance applying to Business Personal Property at the described location.

i. Automatic Fire Extinguishing System Recharge

We will pay the cost to recharge your automatic fire extinguishing systems which protect your data processing operations when they discharge as intended to control loss or damage that would be covered by this policy.

We will not cover any loss that happens at the time if installation, repair or recharging of an automatic fire extinguishing system.

No deductible applies to this Coverage Extension.

j. Electrical Injury

We will pay for loss or damage caused by a change in artificially generated electrical current including a power surge, reduced voltage, blackout, brownout or other interruptions of normal electric power supply if such loss or damage exceeds the deductible for this extension.

This Coverage Extension is included within the Limit of Insurance applying to Business Personal Property at the described location.

This Coverage Extension is not subject to the term of the electrical apparatus Exclusion **B.2.A.**, to the extent that such Exclusion would conflict with the provisions of this Coverage Extension.

4. In regard to coverage on "Computer(s)" and "Electronic Media and Records" provided by this endorsement. The following changes are made to paragraph B. Exclusions.

a. The following exclusions do not apply:

- (1) paragraph **B.2.c.**
- (2) paragraph **B.2.d.**
- (3) paragraph **B.2.I.(2)**
- (4) paragraph **B.2.I.(3)**
- (5) paragraph **B.2.I.(4)**
- (6) paragraph **B.2.I.(5)**

b. Exclusion B.2.a. is replaced by the following:

a. Electrical Apparatus

Artificially generated electrical current, including electrical arcing, that disturbs electrical devices, appliances or wires. But if artificially generated electrical current results in fire, we will pay for the loss or damage caused by fire.

c. Exclusion B.2.I.(7) is replaced by the following:

(7) The following causes of loss to "Computer(s)" and "Electronic Media and Records":

(a) Dampness or dryness of atmosphere or changes in, or extremes of temperature, unless such conditions result from physical damage caused by a covered cause of loss to an air conditioning unit or system, including equipment and parts, which is part of, or used in the data processing operation.

(b) Marring or scratching.

But if an excluded cause of loss that is listed in **B.2.I.(1), (2), (6) or (7)** results in a "specified cause of loss" or building glass breakage, we will pay for the loss or damage caused by that "specified cause of loss" or building glass breakage.

5. In regard to coverage on "Computer(s)" and "Electronic Media and Records", E. Property Loss Conditions, ~~6.~~ 5. Loss Payment, d.(3), (b) is deleted.

6. H. Property Definitions, 1. "Computer" is replaced by the following:

1. "Computer" means:

- a.** Programmable electronic equipment that is used to store, retrieve and process data; and
- b.** Associated peripheral equipment that provides communication, including input and output functions such as printing and auxiliary functions such as data transmission.
- c.** Air conditioning equipment used exclusively in your data processing operations.

"Computer" does not include those used to operate production type machinery or equipment.

7. Deductible

The deductible shown in the policy applies to all loss or damage covered by this endorsement except loss or damage covered by the Electrical Injury Extension.

We will not pay for loss or damage under the Electrical Injury Extensions in any one occurrence until the amount of loss or damage exceeds the Deductible shown in the Schedule or Declarations for this Extension. We will then pay the amount of loss or damage in excess of the Deductible up to the applicable Limit of Insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PERSONAL AND ADVERTISING INJURY

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULED DESIGNATED PREMISES*

THIS ENDORSEMENT APPLIES TO:

Location No.:

Address:

*If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.

The following is added to **Section II – Liability** and supersedes any provision to the contrary:

The insurance provided under Paragraph **A. Coverages** does not apply to "personal and advertising injury".

This exclusion applies to premises designated in this endorsement and operations necessary or incidental to those premises.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PERSONAL AND ADVERTISING INJURY

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULED DESIGNATED PREMISES*

THIS ENDORSEMENT APPLIES TO:

Location No.	Address
<p><i>*If no entry appears above, the information required to complete this endorsement schedule if not shown here will be shown in the Declarations as applicable to this endorsement.</i></p>	

The following is added to Section II Liability and supersedes any provision to the contrary:
The insurance provided under Paragraph A. Coverages does not apply to "personal and advertising injury".
This exclusion applies to premises designated in this endorsement and operations necessary or incidental to those premises.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – BUILDING OWNER

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE*

Designation of Premises:
Name of Building Owner:
*If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.

The following is added to the Businessowners Coverage Form **SECTION I – PROPERTY – LOSS PAYMENT** Loss Condition as shown in the Declarations or in the Schedule:

1. The person or organization shown in the Schedule is also an insured but only as respects the premises designated in the Schedule. This additional insured is the owner of the premises designated in the Schedule with whom you have entered into an agreement or contract to lease or rent the designated premises, which agreement or contract has required you to name this person or organization as an additional insured.
2. For Covered Property in which both you and the Additional Insured have an insurable interest:
 - a. If we deny your claim because of your acts or because you have failed to comply with the terms of this policy, the Additional Insured will still have the right to receive loss payment if the Additional Insured:
 - (1) Pays any premium due under this policy at our request if you have failed to do so;
 - (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and

- (3) Has notified us of any change in occupancy or substantial change in risk known to the Additional Insured.
- All of the terms of the Businessowners Property Coverage Form will then apply directly to the Additional Insured.
- b. If we pay the Additional Insured for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this policy:
 - (1) The Additional Insured's rights will be transferred to us to the extent of the amount we pay; and
 - (2) The Additional Insured's right to recover the full amount of the Additional Insured's claim will not be impaired.
 3. If we cancel this policy, we will provide advance notice in writing to the Additional Insured. The notice will be mailed to the Additional Insured at the last mailing address known to us, in the timeframe specified in the policy's Cancellation Condition or any amendment to that Condition.
 4. If we do not renew this policy, we will give written notice to the Additional Insured at least 10 days before the expiration date of this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – BUILDING OWNER

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM **SECTION I – PROPERTY**

SCHEDULE*

Designation of Premises:

Name of Building Owner:

* Information required to complete this Schedule, if not shown on this endorsement, will be shown on the Declarations. **If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.**

The following is added to the Businessowners Coverage Form **SECTION I – PROPERTY – LOSS PAYMENT** Loss Condition as shown in the Declarations or in the Schedule:

1. The person or organization shown in the Schedule is also an insured but only as respects the premises designated in the Schedule. This additional insured is the owner of the premises designated in the Schedule with whom you have entered into an agreement or contract to lease or rent the designated premises, which agreement or contract has required you to name this person or organization as an additional insured.
2. For Covered Property in which both you and the Additional Insured have an insurable interest:
 - a. If we deny your claim because of your acts or because you have failed to comply with the terms of this policy, the Additional Insured will still have the right to receive loss payment if the Additional Insured:
 - (1) Pays any premium due under this policy at our request if you have failed to do so;
 - (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
 - (3) Has notified us of any change in occupancy or substantial change in risk known to the Additional Insured.

All of the terms of the Businessowners Property Coverage Form will then apply directly to the Additional Insured.

- b. If we pay the Additional Insured for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this policy:

- (1) The Additional Insured's rights will be transferred to us to the extent of the amount we pay; and
- (2) The Additional Insured's right to recover the full amount of the Additional Insured's claim will not be impaired.

3. If we cancel this policy, we will give written notice to the Additional Insured at least:

a. 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or

b. 30 days before the effective date of cancellation if we cancel for any other reason.

If we cancel this policy, we will provide advance notice in writing to the Additional Insured. The notice will be mailed to the Additional Insured at the last mailing address known to us, in the timeframe specified in the policy's Cancellation Condition or any amendment to that Condition.

4. If we do not renew this policy, we will give written notice to the Additional Insured at least 10 days before the expiration date of this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LAUNDRY/DRY CLEANER INDUSTRY EXTENSION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Section I – Property

With respect to coverage provided by this endorsement, the provisions of the Businessowners Coverage Form apply, unless modified by this endorsement. However, if any of the property covered by this endorsement is also covered under any other provisions of the policy of which this endorsement is made a part, you, in the event of loss or damage, may elect to make claim (1) under such other provisions in which case none of the provisions of this coverage provided by this endorsement are applicable, or (2) under the provisions of this endorsement in which case coverage provided by this endorsement becomes sole coverage on such property.

1. A. Coverage 6. Coverage Extensions, d. Personal Effects of Section I – Property is replaced by the following:

You may extend the insurance that applies to Business Personal Property to apply to Personal Effects owned by you, your officers, your partners, or your employees. If there is other insurance covering the same loss or damage, we will pay only for the amount of covered loss in excess of the amount due from that other insurance. At our option any loss covered under this extension may be adjusted with and payable to you. The most we will pay for loss or damage under this extension is \$5,000 per location, but not more than \$500 for property owned by any one individual.

2. A. Coverage, 5. Additional Coverages of Section I – Property is amended by adding the following coverage:

Extra Expense From Dependent Properties

(1) We will pay for the actual loss of Extra Expense you sustain due to physical loss or damage at the premises of a dependent property caused by or resulting from and Covered Cause of Loss.

(2) Dependent property means property operated by others whom you depend on to:

- (a)** Deliver materials or services to you or to others for your account. But services does not mean water, communication or power supply services;
- (b)** Accept your products or services;
- (c)** Manufacture products for delivery to your customers under contracts of sale; or

(d) Attract customers to your business.

The dependent property must be located in the coverage territory of this policy.

- (3)** The definition of Extra Expense contained in the Extra Expense Additional Coverage also applies to this Extra Expense From Dependent Properties Additional Coverage.
- (4)** The most we will pay under this Additional Coverage is \$10,000 at each described premises due to damage from a Covered Cause of Loss at any one dependent property.

3. Laundry/Dry Cleaner Bailee's Coverage

A. COVERAGE

We will pay for loss to Covered Property from any of the Covered Causes of Loss.

1. Covered Property

Paragraph **A.1.b.(2)** is replaced by the following:

Covered Property, as used in this Coverage Form, means the property of others accepted by you for cleaning, renovating, pressing, dyeing, repairing, laundering or "storage" while such property is in your custody, or in the custody of your agents, sub-contractors or branch stores:

- a.** At your premises described in the Declarations;
- b.** Located on the premises of your agents, sub-contractors or branch stores; or
- c.** In transit to or from your customers, agents, sub-contractors or branch stores.

2. Property Not Covered

Covered Property does not include:

- a.** Jewelry, watches, precious and semi-precious stones;
- b.** Money, currency, gold or silver bullion and platinum;
- c.** Securities, notes, stamps, evidences of debt;
- d.** Property shipped by mail or parcel post;
- e.** Air shipments, unless by scheduled air transportation carriers; or

- f. Property held for "storage" unless a storage receipt is issued for such property.

3. Covered Causes of Loss

Covered Causes of Loss means RISKS OF DIRECT PHYSICAL LOSS to Covered Property, except those causes of loss listed in the Exclusions.

4. Additional Coverage – Collapse

We will pay for direct loss or damage caused by or resulting from risks of direct physical loss involving collapse of all or part of a building or structure caused by one or more of the following:

- a. The "specified causes of loss" or breakage of building glass, all only as insured against in this policy;
- b. Hidden decay;
- c. Hidden insect or vermin damage;
- d. Weight of people or personal property;
- e. Weight of rain that collects on a roof; or
- f. Use of defective materials or methods in construction, remodeling or renovation if the collapse occurs during the course of construction, remodeling or renovation.

This Additional Coverage does not increase the Limits of Insurance provided in this Coverage Form.

B. EXCLUSIONS

- 1. We will not pay for a loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

a. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for loss caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would otherwise be covered under this Endorsement.

b. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

But we will pay for direct loss caused by a resulting fire, if the fire would otherwise be covered under this Coverage Form.

c. War And Military Action

- (1) War, including undeclared or civil war;

- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

d. Water

- (1) Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;

- (2) Mudslide or mudflow;

- (3) Water that backs up from a sewer or drain; or

- (4) Water under the ground surface pressing on, or flowing or seeping through:

- (a) Foundations, walls, floors or paved surfaces;

- (b) Basements, whether paved or not; or

- (c) Doors, windows or other openings.

But if loss or damage by fire, explosion or sprinkler leakage results, we will pay for that resulting loss or damage.

e. Earth Movement

- (1) Any earth movement (other than sinkhole collapse), such as an earthquake, landslide, mine subsidence or earth sinking, rising or shifting. But if loss or damage by fire or explosion results, we will pay for that resulting loss or damage.

- (2) Volcanic eruption, explosion or effusion. But if loss or damage by fire, building glass breakage or volcanic action results, we will pay for that resulting loss or damage.

Volcanic action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

- (a) Airborne volcanic blast or airborne shock waves;

- (b) Ash, dust or particulate matter; or

- (c) Lava flow.

All volcanic eruptions that occur within any 168-hour period will constitute a single occurrence.

Volcanic action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the Covered Property.

f. Power Failure

The failure of power or other utility service supplied to the described premises, however caused, if the failure occurs away from the described premises.

But if loss or damage by a Covered Cause of Loss results, we will pay for that resulting loss or damage.

2. We will not pay for loss or damage caused by or resulting from any of the following:

- a.** Theft from any unattended vehicle unless at the time of theft its windows, doors and compartments were closed and locked and there are visible signs that the theft was the result of forced entry.

But this exclusion does not apply to property in the custody of a carrier for hire.

- b.** Theft from any unattended vehicle in which Covered Property is being held overnight unless there are visible signs that the theft was the result of forced entry into a locked building in which the vehicle was garaged.

- c.** Dishonest acts by you, anyone else with an interest in the property, your or their employees or authorized representatives or anyone entrusted with the property, whether or not acting alone or in collusion with other persons or occurring during the hours of employment.

But this exclusion does not apply to a carrier for hire.

- d.** Delay, loss of market, loss of use.
- e.** Misdelivery or careless destruction of goods.
- f.** Voluntary parting with any property by you or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick, device or false pretense.
- g.** Unauthorized instructions to transfer property to any person or to any place.
- h.** Property that is missing, but there is no physical evidence to show what happened to it, such as shortage disclosed on taking inventory.
- i.** Artificially generated electric current, including electric arcing, that disturbs electrical devices, appliances or wires.

But if loss or damage by fire results, we will pay for that resulting loss or damage.

- j.** Collapse, except as provided in the Additional Coverage – Collapse section of this Coverage Form.

- k.** Wear and tear; any quality in the property that causes it to damage or destroy itself; hidden or latent defect; gradual deterioration; depreciation; mechanical breakdown; insects; vermin; rodents; corrosion; rust; dampness; cold or heat.

3. We will not pay for a loss caused by or resulting from any of the following. But if loss by a Covered Cause of Loss results, we will pay for that resulting loss.

- a.** Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in paragraph **B.1.** above to produce the loss.

- b.** Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.

- c.** Faulty, inadequate or defective:

(1) Planning, zoning, development, surveying, siting;

(2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;

(3) Materials used in repair, construction renovation or remodeling; or

(4) Maintenance;

of part of all of any property wherever located.

C. LIMITS OF INSURANCE

The most we will pay for loss in any one occurrence to:

- 1.** Covered Property, other than property in “storage” or in transit, is the actual loss sustained, not to exceed the total actual cash value of the Covered Property in this endorsement.

- 2.** Covered Property in “storage” is the Limit of Insurance per location shown in the Declarations for Property in Storage.

- 3.** Covered Property in transit is the Limit of Insurance shown in the Declarations for Property in Transit.

But we will not pay more than \$5,000 for loss in any one occurrence to furs or fur trimmed garments. This \$5,000 limit is part of and not in addition to the otherwise applicable Limit(s) of Insurance.

D. DEDUCTIBLE

We will not pay for loss in any one occurrence until the amount of the adjusted loss before applying the applicable Limits of Insurance exceeds the Deductible shown in the Declarations. We will then pay the amount of the adjusted loss in excess of the Deductible, up to the applicable Limit of Insurance.

E. ADDITIONAL CONDITIONS

The following conditions apply in addition to **Section I – Property – E. Property Loss Conditions and Section III – Common Policy Conditions.**

1. Pair, Sets or Parts

- a. Pair or Set. In case of loss to any part of a pair or set we may:
 - (1) Repair or replace any part to restore the pair or set to its value before the loss; or
 - (2) Pay the difference between the value of the pair or set before and after the loss.
- b. Parts. In case of loss to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

2. Valuation

The following replaces Property Loss Condition paragraph **E.5.d. of Section I – Property.**

- a. The value of Covered Property other than Property in Storage will be the lesser of:
 - (1) The amount for which you are liable, plus the value of labor and materials you have added; or
 - (2) Actual cash value, including labor and materials you have added.

In the event of loss, the value of property will be determined as of the time of loss.
- b. The value of Covered Property in Storage will be the least of:
 - (1) The Limit of Liability recorded on the storage receipt or contract for the order or article;
 - (2) If there is no Limit of Liability recorded for each article, the value the article bears to the total value of all articles in the order;
 - (3) If a formal “storage” receipt or contract is not used with a recorded Limit of Liability, a maximum of \$200 per order;

- 4) The cost of replacing that property with substantially identical property; or
- (5) The actual cash value of the property at the time of loss.

3. Theft Losses

All thefts for which claims are made under this Endorsement must be reported promptly to the police.

4. “Storage” Receipt

A “storage” receipt must be issued for all Covered Property accepted for storage.

F. DEFINITIONS

- 1. “SPECIFIED CAUSES OF LOSS” means the following:

Fire, lightning; explosion, windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage.

- a. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:

- (1) The cost of filling sinkholes; or
- (2) Sinking or collapse of land into man-made underground cavities.

- b. Falling objects does not include loss of or damage to:

- (1) Personal property in the open; or
- (2) The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.

- c. Water damage means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam.

- 2. “STORAGE” means only Covered Property accepted for which a storage receipt is issued. Such receipt shall specify the name and address of the customer, the description of the property stored and the value declared by the customer for such property.

Covered Property held by you without specific instructions from the owner to hold in storage will not be considered to be held in storage. Property held in this manner will no longer be considered Covered Property 60 days after it is accepted from the customer.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LAUNDRY/DRY CLEANER INDUSTRY EXTENSION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SECTION I – PROPERTY

With respect to coverage provided by this endorsement, the provisions of the Businessowners Coverage Form apply, unless modified by this endorsement. However, if any of the property covered by this endorsement is also covered under any other provisions of the policy of which this endorsement is made a part, you, in the event of loss or damage, may elect to make claim (1) under such other provisions in which case none of the provisions of this coverage provided by this endorsement are applicable, or (2) under the provisions of this endorsement in which case coverage provided by this endorsement becomes sole coverage on such property.

1. **A. Coverage 6. Coverage Extensions, d. Personal Effects of Section I – Property** is replaced by the following:

You may extend the insurance that applies to Business Personal Property to apply to Personal Effects owned by you, your officers, your partners, or your employees. If there is other insurance covering the same loss or damage, we will pay only for the amount of covered loss in excess of the amount due from that other insurance. At our option any loss covered under this extension may be adjusted with and payable to you. The most we will pay for loss or damage under this extension is \$5,000 per location, but not more than \$500 for property owned by any one individual.

2. **A. Coverage, 5. Additional Coverages of Section I – Property** is amended by adding the following coverage:

Extra Expense From Dependent Properties

- (1) We will pay for the actual loss of Extra Expense you sustain due to physical loss or damage at the premises of a dependent property caused by or resulting from and Covered Cause of Loss.
- (2) Dependent property means property operated by others whom you depend on to:
 - (a) Deliver materials or services to you or to others for your account. But services does not mean water, communication or power supply services;
 - (b) Accept your products or services;
 - (c) Manufacture products for delivery to your customers under contracts of sale; or
 - (d) Attract customers to your business.

The dependent property must be located in the coverage territory of this policy.

- (3) The definition of Extra Expense contained in the Extra Expense Additional Coverage also applies to this Extra Expense From Dependent Properties Additional Coverage.
- (4) The most we will pay under this Additional Coverage is \$10,000 at each described premises due to damage from a Covered Cause of Loss at any one dependent property.

3. Laundry/Dry Cleaner Bailee's Coverage

A. COVERAGE

We will pay for loss to Covered Property from any of the Covered Causes of Loss.

1. Covered Property

Paragraph **A.1.b.(2)** is replaced by the following:

Covered Property, as used in this Coverage Form, means the property of others accepted by you for cleaning, renovating, pressing, dyeing, repairing, laundering or "storage" while such property is in your custody, or in the custody of your agents, sub-contractors or branch stores:

- a. At your premises described in the Declarations;
- b. Located on the premises of your agents, sub-contractors or branch stores; or
- c. In transit to or from your customers, agents, sub-contractors or branch stores.

2. Property Not Covered

Covered Property does not include:

- a. Jewelry, watches, precious and semi-precious stones;
- b. Money, currency, gold or silver bullion and platinum;
- c. Securities, notes, stamps, evidences of debt;
- d. Property shipped by mail or parcel post;
- e. Air shipments, unless by scheduled air transportation carriers; or

- f. Property held for "storage" unless a storage receipt is issued for such property.

3. Covered Causes of Loss

Covered Causes of Loss means RISKS OF DIRECT PHYSICAL LOSS to Covered Property, except those causes of loss listed in the Exclusions.

4. Additional Coverage – Collapse

We will pay for direct loss or damage caused by or resulting from risks of direct physical loss involving collapse of all or part of a building or structure caused by one or more of the following:

- a. The "specified causes of loss" or breakage of building glass, all only as insured against in this policy;
- b. Hidden decay;
- c. Hidden insect or vermin damage;
- d. Weight of people or personal property;
- e. Weight of rain that collects on a roof; or
- f. Use of defective materials or methods in construction, remodeling or renovation if the collapse occurs during the course of construction, remodeling or renovation.

This Additional Coverage does not increase the Limits of Insurance provided in this Coverage Form.

B. EXCLUSIONS

- 1. We will not pay for a loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

a. Governmental Action

Seizure or destruction of property by order of governmental authority.

But we will pay for loss caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would otherwise be covered under this Endorsement.

b. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

But we will pay for direct loss caused by a resulting fire, if the fire would otherwise be covered under this Coverage Form.

c. War And Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

d. Water

- (1) Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;
- (2) Mudslide or mudflow;
- (3) Water that backs up from a sewer or drain; or
- (4) Water under the ground surface pressing on, or flowing or seeping through:
 - (a) Foundations, walls, floors or paved surfaces;
 - (b) Basements, whether paved or not; or
 - (c) Doors, windows or other openings.

But if loss or damage by fire, explosion or sprinkler leakage results, we will pay for that resulting loss or damage.

e. Earth Movement

- (1) Any earth movement (other than sinkhole collapse), such as an earthquake, landslide, mine subsidence or earth sinking, rising or shifting. But if loss or damage by fire or explosion results, we will pay for that resulting loss or damage.
- (2) Volcanic eruption, explosion or effusion. But if loss or damage by fire, building glass breakage or volcanic action results, we will pay for that resulting loss or damage.

Volcanic action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

- (a) Airborne volcanic blast or airborne shock waves;
- (b) Ash, dust or particulate matter; or

(c) Lava flow.

All volcanic eruptions that occur within any 168-hour period will constitute a single occurrence.

Volcanic action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the Covered Property.

f. Power Failure

The failure of power or other utility service supplied to the described premises, however caused, if the failure occurs away from the described premises.

But if loss or damage by a Covered Cause of Loss results, we will pay for that resulting loss or damage.

2. We will not pay for loss or damage caused by or resulting from any of the following:

- a.** Theft from any unattended vehicle unless at the time of theft its windows, doors and compartments were closed and locked and there are visible signs that the theft was the result of forced entry.

But this exclusion does not apply to property in the custody of a carrier for hire.

- b.** Theft from any unattended vehicle in which Covered Property is being held overnight unless there are visible signs that the theft was the result of forced entry into a locked building in which the vehicle was garaged.

- c.** Dishonest acts by you, anyone else with an interest in the property, your or their employees or authorized representatives or anyone entrusted with the property, whether or not acting alone or in collusion with other persons or occurring during the hours of employment.

But this exclusion does not apply to a carrier for hire.

- d.** Delay, loss of market, loss of use.
e. Misdelivery or careless destruction of goods.
f. Voluntary parting with any property by you or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick, device or false pretense.
g. Unauthorized instructions to transfer property to any person or to any place.

- h.** Property that is missing, but there is no physical evidence to show what happened to it, such as shortage disclosed on taking inventory.

- i.** Artificially generated electric current, including electric arcing, that disturbs electrical devices, appliances or wires.

But if loss or damage by fire results, we will pay for that resulting loss or damage.

- j.** Collapse, except as provided in the Additional Coverage – Collapse section of this Coverage Form.

- k.** Wear and tear; any quality in the property that causes it to damage or destroy itself; hidden or latent defect; gradual deterioration; depreciation; mechanical breakdown; insects; vermin; rodents; corrosion; rust; dampness; cold or heat.

3. We will not pay for a loss caused by or resulting from any of the following. But if loss by a Covered Cause of Loss results, we will pay for that resulting loss.

- a.** Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in paragraph **B.1.** above to produce the loss.

- b.** Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.

- c.** Faulty, inadequate or defective:

(1) Planning, zoning, development, surveying, siting;

(2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;

(3) Materials used in repair, construction renovation or remodeling; or

(4) Maintenance;
of part of all of any property wherever located.

C. LIMITS OF INSURANCE

The most we will pay for loss in any one occurrence to:

- 1.** Covered Property, other than property in “storage” or in transit, is the actual loss sustained, not to exceed the total actual cash value of the Covered Property in this endorsement.

- 2.** Covered Property in “storage” is the Limit of Insurance per location shown in the Declarations for Property in Storage.

- 3.** Covered Property in transit is the Limit of Insurance shown in the Declarations for Property in Transit.

But we will not pay more than \$5,000 for loss in any one occurrence to furs or fur trimmed garments. This \$5,000 limit is part of and not in addition to the otherwise applicable Limit(s) of Insurance.

D. DEDUCTIBLE

We will not pay for loss in any one occurrence until the amount of the adjusted loss before applying the applicable Limits of Insurance exceeds the Deductible shown in the Declarations. We will then pay the amount of the adjusted loss in excess of the Deductible, up to the applicable Limit of Insurance.

E. ADDITIONAL CONDITIONS

The following conditions apply in addition to **Section I – Property – E. Property Loss Conditions and Section III – Common Policy Conditions.**

1. Pair, Sets or Parts

a. Pair or Set. In case of loss to any part of a pair or set we may:

- (1) Repair or replace any part to restore the pair or set to its value before the loss; or
- (2) Pay the difference between the value of the pair or set before and after the loss.

b. Parts. In case of loss to any part of Covered Property consisting of several parts when complete, we will only pay for the value of the lost or damaged part.

2. Valuation

The following replaces Property Loss Condition paragraph **E-6-5. d. of Section I – Property.**

a. The value of Covered Property other than Property in Storage will be the lesser of:

- (1) The amount for which you are liable, plus the value of labor and materials you have added; or
- (2) Actual cash value, including labor and materials you have added.

In the event of loss, the value of property will be determined as of the time of loss.

b. The value of Covered Property in Storage will be the least of:

- (1) The Limit of Liability recorded on the storage receipt or contract for the order or article;
- (2) If there is no Limit of Liability recorded for each article, the value the article bears to the total value of all articles in the order;
- (3) If a formal “storage” receipt or contract is not used with a recorded Limit of Liability, a maximum of \$200 per order;

(4) The cost of replacing that property with substantially identical property; or

(5) The actual cash value of the property at the time of loss.

3. Theft Losses

All thefts for which claims are made under this Endorsement must be reported promptly to the police.

4. “Storage” Receipt

A “storage” receipt must be issued for all Covered Property accepted for storage.

F. DEFINITIONS

1. “SPECIFIED CAUSES OF LOSS” means the following:

Fire, lightning; explosion, windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage.

a. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:

- (1) The cost of filling sinkholes; or
- (2) Sinking or collapse of land into man-made underground cavities.

b. Falling objects does not include loss of or damage to:

- (1) Personal property in the open; or
- (2) The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.

c. Water damage means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam.

2. “STORAGE” means only Covered Property accepted for which a storage receipt is issued. Such receipt shall specify the name and address of the customer, the description of the property stored and the value declared by the customer for such property.

Covered Property held by you without specific instructions from the owner to hold in storage will not be considered to be held in storage. Property held in this manner will no longer be considered Covered Property 60 days after it is accepted from the customer.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SELF – STORAGE FACILITIES

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Businessowners Coverage Form is amended as follows:

- A.** The following is added to Paragraph **A.1.a. Covered Property of Section I – Property**
(7) Outdoor Fences
- B.** Paragraph **A.2.e. Property Not Covered of Section I – Property**, is replaced by the following:
 - e.** Radio or Television antennas (including satellite dishes) and their lead-in wiring, masts or towers, signs (other than signs attached to buildings), trees, shrubs or plants, all except as provided in the:
 - (1)** Outdoor Property Coverage Extension; or
 - (2)** Outdoor Signs Optional Coverage.
- C.** The following is added to Paragraph **A.2. Property Not Covered of Section I – Property**:
 - j.** Property belonging to your "customer(s)".
- D.** The following is added to Paragraph **A.5.f. Additional Coverages Business Income of Section I – Property**:
(5) Accrued Rental Charges
 We will pay for the loss of accrued rental or lease charges for storage spaces rendered unrentable because of a covered cause of loss.
- E.** If the Employee Dishonesty Optional Coverage is shown as applicable in the Declarations, Paragraph **G.3.a. of Section I – Property** is replaced by the following:
 - 3. Employee Dishonesty**
 - a.** We will pay for direct loss of or damage to Business Personal Property, "money", "securities" and personal property of your "customers" resulting from dishonest acts committed by any of your "employees" acting alone or in collusion with other persons (except you or your partner) with the manifest intent to:
 - (1)** Cause you to sustain loss or damage; and also
 - (2)** Obtain financial benefit (other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other employee benefits earned in the normal course of employment) for:
 - (a)** Any employee; or
 - (b)** Any other person or organization.
- F.** The following are added to Paragraph **A. Coverages of Section II – Liability**:
 - 3. Customer's Goods Legal Liability**
 - a.** We will pay for those sums that the insured becomes legally obligated to pay as damages because of "property damage" to which this insurance applies, caused by an "occurrence" to a "customer's" property (or the property of others for which such "customer" is liable) only while at the insured's self-storage facilities. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:
 - (1)** The amount we will pay for damages is limited as described in Paragraph **D – Liability And Medical Expenses Limits of Insurance in Section II – Liability**; and
 - (2)** Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements or medical expenses.
 - b.** This insurance applies only to "property damage" that takes place in the "coverage territory" and occurs during the policy period.
 - 4. Lock-Out and Sale and Disposition Liability**
 - a.** We will pay those sums the insured becomes legally obligated to pay as damages because of acts or omissions arising from the "lock-out" or sale, removal or disposition of "customer's" property as a result of "sale and disposal operations". We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for errors or omissions to which this insurance does not apply. We may, at our discretion, investigate any error or omission and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Paragraph **D – Liability And Medical Expenses Limits Of Insurance** in **Section II – Liability**; and
 - (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements or medical expenses.
A \$1,000 per "occurrence" deductible applies to this coverage.
 - b. This insurance applies only to the acts or omissions which take place in the "coverage territory" and occur during the policy period.
- G.** The following is added to Paragraph **B.1.f.(1)** of **Section II – Liability**:
- (f) Which were brought to the location by any of the "customers" of your self storage operations.
- H.** Exclusion **B.1.k.(4)** of **Section II – Liability** does not apply with respect to the coverage provided for Customer's Goods Legal Liability and Lock-Out and Sale and Disposition Liability.
- I.** The following are added to Paragraph **B. Exclusions** of **Section II – Liability**:
- 4. Applicable To Customer's Goods Legal Liability And Lock-Out and Sale And Disposition Liability**
This insurance does not apply to liability:
 - a. Assumed by you under any contract or agreement;
 - b. Arising out of dishonest or criminal acts by you, your "employees" or any other person to whom you may entrust such property;
 - c. For "property damage" to Customer's property that is stored in the open and not inside the self storage operation's "buildings"; and
 - d. For acts or omissions arising from the "lock-out" or sale, removal or disposition of "customer's" property as a result of "sale and disposal operations" to customer's property stored in the open and not inside the self storage operation's "buildings".
 - 5. Applicable to Customer's Goods Legal Liability Only**
This insurance does not apply to liability:
 - a. Arising out of your "sale and disposal operations".
- J.** The following are added to Paragraph **D. Liability And Medical Expenses Limits Of Insurance** **Section II – Liability**:
- 5. Customer's Goods Legal Liability Limits Of Insurance**
The most we will pay for all damages because of "property damage" to "customer's" goods in any one "occurrence", regardless of the number of "customers" at one location, is \$25,000 unless a higher amount is shown on the Declarations.
 - 6. Lock-Out and Sale And Disposition Liability Limits of Insurance**
The most we will pay for all damages because of acts or omissions arising from the "lock-out" or sale, removal or disposition of "customers" property as a result of "sale and disposal operations" in all "occurrence(s)" during any one policy period is \$5,000 unless a higher amount is shown on the Declarations.
- K.** For coverage provided under this endorsement, the following definitions are added to **Section I – Property** and **Section II – Liability**:
1. "Customer" means any person or organization which is renting, leasing or otherwise is occupying space with your permission at your self-storage facility.
 2. "Lock-Out" means denying a "customer" access to their property or the occupancy of the space.
 3. "Sale And Disposal Operations" means all activities you conduct to reclaim rented storage space when "customer's" accounts are delinquent or unpaid.
 4. "Buildings" means the buildings and structures at the premises described in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SELF – STORAGE FACILITIES

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Businessowners Coverage Form is amended as follows:

- A.** The following is added to Paragraph **A.1.a. Covered Property of Section I – Property**
(7) Outdoor Fences
- B. Paragraph A.2.e. Property Not Covered of Section I – Property**, is replaced by the following:
 - e.** Radio or Television antennas (including satellite dishes) and their lead-in wiring, masts or towers, signs (other than signs attached to buildings), trees, shrubs or plants, all except as provided in the:
 - (1) Outdoor Property Coverage Extension; or**
 - (2) Outdoor Signs Optional Coverage.**
- C.** The following is added to Paragraph **A.2. Property Not Covered of Section I – Property**:
i.i. Property belonging to your "customer(s)".
- D.** The following is added to Paragraph **A.5.f. Additional Coverages Business Income of Section I – Property**:
(5) Accrued Rental Charges
 We will pay for the loss of accrued rental or lease charges for storage spaces rendered unrentable because of a covered cause of loss.
- E.** If the Employee Dishonesty Optional Coverage is shown as applicable in the Declarations, Paragraph **G.3.a. of Section I – Property** is replaced by the following:
 - 3. Employee Dishonesty**
 - a.** We will pay for direct loss of or damage to Business Personal Property, "money", "securities" and personal property of your "customers" resulting from dishonest acts committed by any of your "employees" acting alone or in collusion with other persons (except you or your partner) with the manifest intent to:
 - (1) Cause you to sustain loss or damage; and also**
 - (2) Obtain financial benefit (other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other employee benefits earned in the normal course of employment) for:**
 - (a) Any employee; or**
 - (b) Any other person or organization.**
- F.** The following are added to Paragraph **A. Coverages of Section II – Liability**:
 - 3. Customer's Goods Legal Liability**
 - a.** We will pay for those sums that the insured becomes legally obligated to pay as damages because of "property damage" to which this insurance applies, caused by an "occurrence" to a "customer's" property (or the property of others for which such "customer" is liable) only while at the insured's self-storage facilities. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:
 - (1) The amount we will pay for damages is limited as described in Paragraph D – Liability And Medical Expenses Limits Of Insurance in Section II – Liability; and**
 - (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements or medical expenses.**
 - b.** This insurance applies only to "property damage" that takes place in the "coverage territory" and occurs during the policy period.
- 4. Lock-Out and Sale and Disposition Liability**
 - a.** We will pay those sums the insured becomes legally obligated to pay as damages because of acts or omissions arising from the "lock-out" or sale, removal or disposition of "customer's" property as a result of "sale and disposal operations". We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for errors or omissions to which this insurance does not apply. We may, at our discretion, investigate any error or omission and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Paragraph **D – Liability And Medical Expenses Limits Of Insurance** in **Section II – Liability**; and
 - (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements or medical expenses.
A \$1,000 per "occurrence" deductible applies to this coverage.
 - b. This insurance applies only to the acts or omissions which take place in the "coverage territory" and occur during the policy period.
- G.** The following is added to Paragraph **B.1.f.(1)** of **Section II – Liability**:
- (f) Which were brought to the location by any of the "customers" of your self storage operations.
- H.** Exclusion **B.1.k.(4)** of **Section II – Liability** does not apply with respect to the coverage provided for Customer's Goods Legal Liability and Lock-Out and Sale and Disposition Liability.
- I.** The following are added to Paragraph **B. Exclusions** of **Section II – Liability**:
- 4. Applicable To Customer's Goods Legal Liability And Lock-Out and Sale And Disposition Liability**
This insurance does not apply to liability:
 - a. Assumed by you under any contract or agreement;
 - b. Arising out of dishonest or criminal acts by you, your "employees" or any other person to whom you may entrust such property;
 - c. For "property damage" to Customer's property that is stored in the open and not inside the self storage operation's "buildings"; and
 - d. For acts or omissions arising from the "lock-out" or sale, removal or disposition of "customer's" property as a result of "sale and disposal operations" to customer's property stored in the open and not inside the self storage operation's "buildings".
 - 5. Applicable to Customer's Goods Legal Liability Only**
This insurance does not apply to liability:
 - a. Arising out of your "sale and disposal operations".
- J.** The following are added to Paragraph **D. Liability And Medical Expenses Limits Of Insurance** **Section II – Liability**:
- 5. Customer's Goods Legal Liability Limits Of Insurance**
The most we will pay for all damages because of "property damage" to "customer's" goods in any one "occurrence", regardless of the number of "customers" at one location, is \$25,000 unless a higher amount is shown on the Declarations.
 - 6. Lock-Out and Sale And Disposition Liability Limits of Insurance**
The most we will pay for all damages because of acts or omissions arising from the "lock-out" or sale, removal or disposition of "customers" property as a result of "sale and disposal operations" in all "occurrence(s)" during any one policy period is \$5,000 unless a higher amount is shown on the Declarations.
- K.** For coverage provided under this endorsement, the following definitions are added to **Section I – Property** and **Section II – Liability**:
1. "Customer" means any person or organization which is renting, leasing or otherwise is occupying space with your permission at your self-storage facility.
 2. "Lock-Out" means denying a "customer" access to their property or the occupancy of the space.
 3. "Sale And Disposal Operations" means all activities you conduct to reclaim rented storage space when "customer's" accounts are delinquent or unpaid.
 4. "Buildings" means the buildings and structures at the premises described in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRINTER ERRORS AND OMISSIONS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Section II – Liability is amended as follows:

- A.** For the insurance provided by this endorsement, all provisions under Paragraph **A.1. Business Liability** also apply to damages resulting from the insured's negligent act, error or omission in providing "printing" services.
- B.** Under Paragraph **A. Coverages** we will also pay those sums that the insured becomes legally obligated to pay as damages resulting from the insured's negligent act, error or omission in providing "printing" services.
- C.** With respect to the coverage provided by this endorsement, Paragraph **B. Exclusions** is amended as follows:
 - 1.** Paragraphs **1.k.(6) Damage To Property** and **1.m. Damage To Your Work** do not apply.
 - 2.** The following Exclusions are added:
This insurance does not apply to any claim:
 - a.** Resulting from a criminal, fraudulent, malicious, dishonest, libelous or slanderous act, committed by the insured or any person for whom the insured is legally responsible.
 - b.** Resulting from infringement of copyright, trademark, service mark, or trade name (other than titles or slogans) by use of such marks or names with goods, products or services sold, offered for sale or advertised.
 - c.** For reimbursement of costs associated with the "printing" or reprinting of printed materials which are rendered useless and need to be corrected due to your negligent act, error or omission.
 - d.** Resulting from insolvency or bankruptcy of the insured.
 - e.** Resulting from any publishing functions or operations of the insured.

- f.** Resulting from liability assumed by the insured under any contract or agreement.
- g.** Any damages, fine, levy, charge or sanction arising out of your violation of a penal or regulatory statute, ordinance or regulation.
- h.** Resulting from the writing of materials for customers.

D. Paragraph **D.2. of Liability and Medical Expenses Limits of Insurance** is replaced by the following:

- 2.** The most we will pay for the sum of all damages because of all:
 - a.** "Bodily injury," "property damage" and medical expenses arising out of any one "occurrence;"
 - b.** "Personal and advertising injury" sustained by any one person or organization; and
 - c.** Negligent "printing" acts, errors and omissions.

is the Liability and Medical Expenses limit shown in the Declarations. But the most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses limit shown in the Declarations.

- E.** For the purpose of determining the limits for the insurance provided by this endorsement, any act, error or omission together with all related acts, errors or omissions in the providing of these services will be considered one act, error or omission.
- F.** The following is added to Paragraph **F. Liability and Medical Expenses Definitions**:

"Printing" means the process of putting words, figures or characters on paper by the use of type and ink or other commonly used printing media, at the order or under the direction of a specific client.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRINTERS ERRORS AND OMISSIONS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Section II – Liability is amended as follows:

- A. For the insurance provided by this endorsement, all provisions under Paragraph **A.1. Business Liability** also apply to damages resulting from the insured's negligent act, error or omission in providing printing services.
- B. Under Paragraph **A. Coverages** we will also pay those sums that the insured becomes legally obligated to pay as damages resulting from the insured's negligent act, error or omission in providing "printing" services.
- C. ~~The following is added to Exclusions:~~
With respect to the coverage provided by this endorsement, Paragraph B. Exclusions is amended as follows
 1. ~~For "bodily injury," "property damage," "personal and advertising injury." Paragraphs 1.k.(6) Damage To Property and 1.m. Damage To Your Work do not apply.~~
 2. This insurance does not apply to any claim:
 - a. Resulting from a criminal, fraudulent, malicious, dishonest, libelous or slanderous act, committed by the insured or any person for whom the insured is legally responsible.
 3. b. Resulting from infringement of copyright, trademark, service mark, or trade name (other than titles or slogans) by use of such marks or names with goods, products or services sold, offered for sale or advertised.
 4. c. For reimbursement of costs associated with the printing or reprinting of printed materials which are rendered useless and need to be corrected due to your negligent act, error or omission.
 5. d. Resulting from insolvency or bankruptcy of the insured.
 6. e. Resulting from any publishing functions or operations of the insured.
 7. f. Resulting from liability assumed by the insured under any contract or agreement.
 8. g. Any damages, fine, levy, charge or sanction arising out of your violation of a penal or regulatory statute, ordinance or regulation.
 9. h. Resulting from the writing of materials for customers.
- D. Paragraph **D.2. of Liability and Medical Expenses Limits of Insurance** is replaced by the following:
 2. The most we will pay for the sum of all damages because of all:
 - a. "Bodily injury," "property damage" and medical expenses arising out of any one "occurrence;"
 - b. "Personal and advertising injury" sustained by any one person or organization; and
 - c. Negligent "printing" acts, errors and omissions.

is the Liability and Medical Expenses limit shown in the Declarations. But the most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses limit shown in the Declarations.
- E. For the purpose of determining the limits for the insurance provided by this endorsement, any act, error or omission together with all related acts, errors or omissions in the providing of these services will be considered one act, error or omission.
- F. The following is added to Paragraph **F. Liability and Medical Expenses Definitions**:
 23. "Printing" means the process of putting words, figures or characters on paper by the use of type and ink or other commonly used printing media, at the order or under the direction of a specific client.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTINUOUS OR PROGRESSIVE INJURY OR DAMAGE EXCLUSION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Section II – Liability is amended as follows:

A. Paragraph **B.1. Exclusions**, is amended to add the following:

Exclusion for “Bodily Injury” or “Property Damage” Which Commences Prior to Inception of Policy

This insurance does not apply to any “bodily injury” or “property damage” which was in progress as of the inception date of this policy or which commenced, or which is alleged to have occurred, prior to the inception or effective date of this policy, whether such “bodily injury” or “property damage” is known, unknown or should have been known by any “insured.” We have no duty to defend any “suit” or claim alleging such “bodily injury” or “property damage.”

This exclusion applies regardless of whether any “bodily injury” or “property damage” which commenced prior to the inception or effective date of this policy or which is, or is alleged to be occurring as of the inception of this policy, continues or progressively deteriorates during or after this policy period.

B. For the purposes of this endorsement only, the following **DEFINITIONS** have been added or modified as indicated below:

1. Paragraph **F. – Liability And Medical Expenses Definitions**, subparagraph **9.f.** of “Insured contract” is amended by adding the following:

(4) That provides indemnity and/or defense of any person or organization for their sole negligence or regardless of fault.

2. Paragraph **F. – Liability And Medical Expenses Definitions**, subparagraph **13.** is deleted and replaced by the following:

13. “Occurrence” means an accident, including continuous or repeated exposure to substantially the same general harmful conditions. However, this definition does not include any occurrence which commenced prior to the effective date of this policy.

3. Paragraph **F. – Liability And Medical Expenses Definitions**, is amended by adding the following:

“Insured” means any person or organization qualifying as an insured under **SECTION C. – Who Is An Insured** in the Coverage Form along with any additional named insureds, indemnitees and/or additional insureds whether by endorsement, under an “insured contract” or otherwise and all other parties seeking insured status.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTINUOUS OR PROGRESSIVE INJURY OR DAMAGE EXCLUSION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Section II – Liability is amended as follows:

A. Paragraph B.1. Exclusions, is amended to add the following:

g.—Exclusion for “bodily Injury” or “Property Damage” Which Commences Prior to Inception of Policy

This insurance does not apply to any “bodily injury” or “property damage” which was in progress as of the inception date of this policy or which commenced, or which is alleged to have occurred, prior to the inception or effective date of this policy, whether such “bodily injury” or “property damage” is known, unknown or should have been known by any “insured.” We have no duty to defend any “suit” or claim alleging such “bodily injury” or “property damage.”

This exclusion applies regardless of whether any “bodily injury” or “property damage” which commenced prior to the inception or effective date of this policy or which is, or is alleged to be occurring as of the inception of this policy, continues or progressively deteriorates during or after this policy period.

B. For the purposes of this endorsement only, the following **DEFINITIONS** have been added or modified as indicated below:

1. Paragraph F. – Liability And Medical Expenses Definitions, subparagraph **9.f.** of “Insured contract” is amended by adding the following:

(4) That provides indemnity and/or defense of any person or organization for their sole negligence or regardless of fault.

2. Paragraph F. – Liability And Medical Expenses Definitions, subparagraph **13.** is deleted and replaced by the following:

13. “Occurrence” means an accident, including continuous or repeated exposure to substantially the same general harmful conditions. However, this definition does not include any occurrence which commenced prior to the effective date of this policy.

3. Paragraph F. – Liability And Medical Expenses Definitions, is amended by adding the following:

23.—“Insured” means any person or organization qualifying as an insured under **SECTION C. – Who Is An Insured** in the Coverage Form along with any additional named insureds, indemnitees and/or additional insureds whether by endorsement, under an “insured contract” or otherwise and all other parties seeking insured status.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EQUIPMENT BREAKDOWN COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

- A.** The following is added to Paragraph **A.3. Covered Causes of Loss in Section I – Property:**

Additional Coverage-- Equipment Breakdown

The term Covered Cause of Loss includes the Additional Coverage Equipment Breakdown as described and limited below.

1. We will pay for direct physical damage to Covered Property that is the direct result of an "accident." As used in this Additional Coverage, "accident" means a fortuitous event that causes direct physical damage to "covered equipment." The event must be one of the following:
 - a. mechanical breakdown, including rupture or bursting caused by centrifugal force;
 - b. artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances or wires;
 - c. explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control;
 - d. loss or damage to steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment; or
 - e. loss or damage to hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment.
2. The following coverages also apply to the direct result of an "accident." These coverages do not provide additional amounts of insurance.

a. Expediting Expenses

With respect to your damaged Covered Property, we will pay the reasonable extra cost to:

- (1) make temporary repairs; and
- (2) expedite permanent repairs or permanent replacement.

The most we will pay for loss or expense under this coverage is \$50,000.

b. Hazardous Substances

We will pay for the additional cost to repair or replace Covered Property because of contamination by a "hazardous substance." This includes the additional expenses to clean up or dispose of such property.

As used in this coverage, additional costs mean those beyond what would have been payable under this Equipment Breakdown Coverage had no "hazardous substance" been involved.

The most we will pay for loss, damage or expense under this coverage, including actual loss of Business Income you sustain and necessary Extra Expense you incur, is \$50,000.

c. Service Interruption

- (1) Any insurance provided for Business Income or Extra Expense is extended to apply to your loss, damage or expense caused by the interruption of utility services. The interruption must result from an "accident" to equipment, including overhead transmission lines, that is owned by a utility, landlord, a landlord's utility or other supplier who provides you with any of the following services: electrical power, waste disposal, air conditioning, refrigeration, heating, natural gas, compressed air, water, steam, internet access, telecommunications services, wide area networks or data transmission. The equipment must meet the definition of "covered equipment" except that it is not Covered Property.
- (2) We will not pay for Business Income you sustain that results from the interruption of utility services during the first 24 hours following the "accident." However, if the "period of restoration" begins more than 24 hours after the time of the direct physical damage for Business Income, then that time period will apply instead of the 24 hours provided for in this paragraph.

- (3) The most we will pay in any "one accident" for loss, damage or expense under this coverage is the limit that applies to Business Income or Extra Expense.

d. Business Income and Extra Expense

Any insurance provided under this policy for Business Income or Extra Expense is extended to the coverage provided by this endorsement.

B. The following is added to Paragraph B. Exclusions:

Equipment Breakdown Exclusions

All exclusions in the Businessowners Coverage Form apply except as modified below and to the extent that coverage is specifically provided by this Additional Coverage Equipment Breakdown.

1. The exclusions are modified as follows:

a. The following is added to Exclusion B.1.g.:

However, if electrical "covered equipment" requires drying out because of Water as described in **g.(1)** through **g.(3)** above, we will pay for the direct expenses of such drying out subject to the applicable Limit of Insurance and deductible for Building or Business Personal Property, whichever applies.

b. As respects this endorsement only, the next to the last paragraph in Exclusion B.1.h. is deleted and replaced with the following:

However, if excluded loss or damage, as described in Paragraph (1) above results in an "accident," we will pay only for the loss, damage or expense caused by such "accident."

c. As respects this endorsement only, the last paragraph of Exclusion B.2.i. is deleted and replaced with the following:

But if an excluded cause of loss that is listed in **2.i.(1)** through **(7)** results in an "accident," we will pay for the loss, damage or expense caused by that "accident."

d. The following is added to Exclusions B.2.m. and B.2.n:

We will also pay for direct physical loss or damage caused by an "accident."

2. We will not pay under this endorsement for loss, damage or expense caused by or resulting from:

- a.** any defect, programming error, programming limitation, computer virus, malicious code, loss of data, loss of access, loss of use, loss of functionality or other condition within or involving "electronic data" of any kind. But if an "accident" results, we will pay for the resulting loss, damage or expense caused by that "accident";

b. any of the following tests:

a hydrostatic, pneumatic or gas pressure test of any boiler or pressure vessel, or an electrical insulation breakdown test of any type of electrical equipment;

- c.** misalignment, miscalibration, tripping off-line, or any condition which can be corrected by resetting, tightening, adjusting or cleaning, or by the performance of maintenance. But if an "accident" results, we will pay for the resulting loss, damage or expense caused by that "accident";

- d.** change in temperature or humidity, whether or not resulting from an "accident"; or

- e.** contamination by refrigerant resulting from an "accident".

- 3.** With respect to Service Interruption coverage, we will also not pay for an "accident" caused by or resulting from: fire; lightning; windstorm or hail; explosion (except as specifically provided in **A.1.c.** above); smoke; aircraft or vehicles; riot or civil commotion; vandalism; sprinkler leakage; falling objects; weight of snow, ice or sleet; freezing; collapse; flood or earth movement.

- 4.** With respect to Business Income, Extra Expense and Service Interruption coverages, we will also not pay for:

- a.** loss caused by your failure to use due diligence and dispatch and all reasonable means to resume business; or

- b.** any increase in loss resulting from an agreement between you and your customer or supplier.

- 5.** We will not pay under this endorsement for any loss or damage to animals.

C. CONDITIONS

The following conditions are in addition to the Conditions in the Businessowners Coverage Form.

1. Suspension

Whenever "covered equipment" is found to be in, or exposed to, a dangerous condition, any of our representatives may immediately suspend the insurance against loss from an "accident" to that "covered equipment." This can be done by mailing or delivering a written notice of suspension to:

- a.** your last known address; or

- b.** the address where the "covered equipment" is located.

Once suspended in this way, your insurance can be reinstated only by an endorsement for that "covered equipment." If we suspend your insurance, you will get a pro rata refund of premium for that "covered equipment" for the period of suspension. But the suspension will be effective even if we have not yet made or offered a refund.

2. Jurisdictional Inspections

If any property that is "covered equipment" under this endorsement requires inspection to comply with state or municipal boiler and pressure vessel regulations, we agree to perform such inspection on your behalf. We do not warrant that conditions are safe or healthful.

3. Environmental, Safety and Efficiency Improvements

If "covered equipment" requires replacement due to an "accident," we will pay your additional cost to replace with equipment that is better for the environment, safer or more efficient than the equipment being replaced.

However, we will not pay more than 125% of what the cost would have been to replace with like kind and quality. This condition does not increase any of the applicable limits. This condition does not apply to any property to which Actual Cash Value applies.

D. DEDUCTIBLE

As respects this endorsement only, paragraph D.1. of the Businessowners Coverage Form is deleted and replaced with the following:

We will not pay for loss or damage in any "one accident" until the amount of loss or damage exceeds the Deductible shown in the Declarations. We will then pay the amount of loss or damage in excess of the Deductible up to the applicable Limit of Insurance of **Section I – Property**.

E. The following definitions are added:

1. "Covered equipment"

a. "Covered equipment" means Covered Property:

- (1) that generates, transmits or utilizes energy, or
- (2) which, during normal usage, operates under vacuum or pressure, other than the weight of its contents.

b. None of the following is "covered equipment":

- (1) structure, foundation, cabinet, compartment or air supported structure or building;
- (2) insulating or refractory material;

- (3) sewer piping, buried vessels or piping, or piping forming a part of a sprinkler or fire suppression system;
- (4) water piping other than boiler feedwater piping, boiler condensate return piping or water piping forming a part of a refrigerating or air conditioning system;
- (5) "vehicle" or any equipment mounted on a "vehicle";
- (6) satellite, spacecraft or any equipment mounted on a satellite or spacecraft;
- (7) dragline, excavation or construction equipment;
- (8) equipment manufactured by you for sale; or
- (9) "computer(s)" unless used to control or operate "covered equipment."

2. "Hazardous substance" means any substance that is hazardous to health or has been declared to be hazardous to health by a governmental agency.

3. "One accident" means: If an initial "accident" causes other "accidents," all will be considered "one accident." All "accidents" that are the result of the same event will be considered "one accident."

4. "Vehicle" means, as respects this endorsement only, any machine or apparatus that is used for transportation or moves under its own power. "Vehicle" includes, but is not limited to, car, truck, bus, trailer, train, aircraft, watercraft, forklift, bulldozer, tractor or harvester.

However, any property that is stationary, permanently installed at a covered location and that receives electrical power from an external power source will not be considered a "vehicle."

The most we will pay for loss, damage or expense under this endorsement arising from any "one accident" is the applicable Limit of Insurance in the Declarations. Coverage provided under this endorsement does not provide an additional amount of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EQUIPMENT BREAKDOWN ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

A. The following is added to **Paragraph A.3. Covered Causes of Loss in Section – I Property:**

Additional Coverage EQUIPMENT BREAKDOWN

The term Covered Cause of Loss includes the Additional Coverage Equipment Breakdown as described below.

(1) We will pay for direct physical damage to Covered Property that is the direct result of an "accident." As used in the Additional Coverage, "accident" means a fortuitous event that causes direct physical damage to "covered equipment". The event must be one of the following:

- (a)** mechanical breakdown, including rupture or bursting caused by centrifugal force;
- (b)** artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances or wires;
- (c)** explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control;
- (d)** loss or damage to steam boilers, steam pipes, steam engines or steam turbines caused by or resulting from any condition or event inside such equipment; or
- (e)** loss or damage to hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment.

(2) ~~Unless otherwise shown in a Schedule, the following coverages also apply to the direct result of "accident."~~ The following coverages also apply to the direct result of an "accident." These coverages do not provide additional amounts of insurance.

(a) Expediting Expenses

With respect to your damaged Covered Property, we will pay up to \$50,000, the reasonable extra cost to:

- (i) (1)** make temporary repairs; and
- (ii) (2)** expedite permanent repairs or permanent replacement.

The most we will pay for loss or expense under this coverage is \$50,000.

(b) Hazardous Substances

We will pay for the additional cost to repair or replace Covered Property because of contamination by a "hazardous substance."

This includes the additional expenses to clean up or dispose of such property.

As used in this coverage, additional costs mean those beyond that would have been payable under this Equipment Breakdown Coverage had no "hazardous substance" been involved.

The most we will pay for loss, damage or expense under this coverage, including actual loss of Business Income you sustain and necessary Extra Expense you incur, is \$50,000.

(c) CFC Refrigerants

~~We will pay for the additional cost to repair or replace Covered Property because of the use or presence of a refrigerant containing CFC (chlorofluorocarbon) substances. This means the additional cost to do the least expensive of the following:~~

- ~~**(i)** Repair the damaged property and replace any lost CFC refrigerant;~~
- ~~**(ii)** Repair the damaged property, retrofit the system to accept a non-CFC refrigerant and charge the system with a non-CFC refrigerant; or~~
- ~~**(iii)** Replace the system with one using a non-CFC refrigerant.~~

~~Additional costs mean those beyond what would have been required had no CFC refrigerant been involved.~~

(d)(c) Service Interruption

(i) (1) Any insurance provided for Business Income and Extra Expense is extended to apply to your loss, damage or expense caused by the interruption of utility services, or resulting The interruption must result from an "accident" to equipment including overhead transmission lines, that is owned by a utility, landlord, a landlord's utility or other supplier with whom you have a contract to provide who provides you with any of the following services: electrical power, waste disposal, air conditioning, refrigeration, heating, natural gas, compressed air, water, steam, internet access, telecommunications services, wide area networks or data transmission. The equipment must meet the definition of

"covered equipment" except that it is not Covered Property.

- (ii) ~~Service Interruption coverage will not apply unless the failure or disruption of service exceeds 24 hours immediately following the "accident."~~

(2) We will not pay for Business Income you sustain that results from the interruption of utility services during the first 24 hours following the "accident." However, if the "period of restoration" begins more than 24 hours after the time of the direct physical damage for Business Income, then that time period will apply instead of the 24 hours provided for in this paragraph.

(3) The most we will pay in any "one accident" for loss, damage or expense under this coverage is the limit that applies to Business Income or Extra Expense.

d. Business Income and Extra Expense

Any insurance provided under this policy for Business Income or Extra Expense is extended to the coverage provided by this endorsement.

(3) EXCLUSIONS

B. The following is added to paragraph B. Exclusions:

All exclusions in the Businessowners Coverage Form apply except as modified below and to the extent that coverage is specifically provided by this Additional Coverage Equipment Breakdown.

(a) 1. The Exclusions are modified as follows:

- (i) a.** The following is added to Exclusion B.1.g.:

However, if electrical "covered equipment" requires drying out because of water as described in **g.(1)** through **g.(3)** above, we will pay for the direct expenses of such drying out subject to the applicable Limit of Insurance and deductible for Building or Business Personal Property, whichever applies.

- (ii) b.** As respects this endorsement only, the ~~next to the last~~ paragraph of Exclusion **B.2.l.h.** is deleted and replaced with the following:

But if an excluded cause of loss that is listed in **2.1.(1)** through **(7)** However, if excluded loss or damage, as described in Paragraph (1) above results in an "accident," we will pay for the loss, damage or expense caused by that "accident."

- (iii) c.** As respects this endorsement only, the ~~next to the last~~ paragraph in Exclusion

B.1.h.i. is deleted and replaced with the following:

However, if excluded loss or damage, as described in paragraph **(1)** above results in an "accident," we will pay only for the loss or damage caused by such "accident." But if an excluded cause of loss that is listed in **2.1.(1)** through **(7)** results in an "accident," we will pay for the loss, damage or expense caused by that "accident."

- (iv) d.** As respects this endorsement only, the following is added to Exclusions **B.2.m.** and **B.2.n.**:

We will also pay for direct physical loss or damage caused by an "accident". ~~to "covered equipment."~~

- (b) 2.** We will not pay under this endorsement for loss, damage or expense caused by or resulting from:

(i) a. any defect, programming error, programming limitation, computer virus, malicious code, loss of data, loss of access, loss of use, loss of functionality or other condition within or involving "electronic ~~media and records~~ data" of any kind. But if an "accident" results, we will pay for the resulting loss, damage or expense; expense caused by that "accident"; or

- (ii) b.** any of the following test:

a hydrostatic, pneumatic or gas pressure test of any boiler or pressure vessel; or an electrical insulation breakdown test of any type of electrical equipment;

c. misalignment, miscalibration, tripping off-line, or any condition which can be corrected by resetting, tightening, adjusting or cleaning, or by the performance of maintenance. But if an "accident" results, we will pay for the resulting loss, damage or expense caused by that "accident";

(iii) d. change in temperature or humidity, whether or not resulting from an "accident"; or

(iv) e. contamination by refrigerant resulting from an "accident";

- (e) 3.** With respect to Service Interruption coverage, we will also not pay for ~~loss or damage~~ an "accident" caused by or resulting from fire, lightning, windstorm or hail, explosion (except as specifically provided in **A.(1)(c)** above), smoke, aircraft or vehicles, riot or civil commotion, vandalism, sprinkler leakage, falling objects, weight of snow, ice or sleet, freezing, collapse flood or earth movement.

(d) 4. With respect to Business Income, Extra Expense and Service Interruption coverages, we will also not pay for:

(i) a. loss caused by your failure to use due diligence and dispatch and all reasonable means to resume business; or

(ii) b. any increase in loss resulting from an agreement between you and your customer or supplier.

(e) 5. We will not pay under this endorsement for any loss or damage to animals.

(4) DEDUCTIBLE

The deductible in the Declarations applies unless a separate Equipment Breakdown deductible is shown in a Schedule. If a separate Equipment Breakdown deductible is shown, the following applies:

Only as regards Equipment Breakdown Coverage, provision **D. DEDUCTIBLES** is deleted and replaced with the following:

If deductibles vary by type of "covered equipment" and more than one type of equipment is involved in any "one accident," the highest deductibles will apply.

(a) Direct and Indirect Coverages

Unless otherwise shown in the Schedule, the Direct Coverages Deductibles apply to all loss or damage covered by this endorsement, with the exception of those coverages subject to the Indirect Coverages Deductibles as noted below.

Unless more specifically indicated in the Schedule, the Indirect Coverages Deductibles apply to Business Income and Extra Expense.

(b) Application of Deductibles

(i) Dollar Deductible

We will not pay for loss or damage resulting from any "one accident" until the amount of loss or damage exceeds the applicable Deductible shown in the Schedule. We will then pay the amount of loss or damage in excess of the applicable Deductible, up to the applicable Limit of Insurance, after any deduction required by the Coinsurance condition.

(ii) Time Deductible

If a time deductible is shown in the Schedule, we will not be liable for any loss occurring during the specified number of hours or days immediately following the "accident." If a time deductible is expressed in days, each day shall mean twenty-four consecutive hours.

(iii) Multiple of Average Daily Value (ADV)

If a deductible is expressed as a number times ADV, that amount will be calculated as follows:

The ADV (Average Daily Value) will be the Business Income (as defined in any

Business Income coverage that is part of this policy) that would have been earned during the period of interruption of business had no "accident" occurred, divided by the number of working days in that period. No reduction shall be made for the Business Income not being earned, or in the number of working days, because of the "accident" or any other scheduled or unscheduled shutdowns during the period of interruption. The ADV applies to all locations included in the valuation of the loss.

The number indicated in the Schedule shall be multiplied by the ADV as determined above. The result shall be used as the applicable deductible.

(iv) Percentage of Loss Deductibles

If a deductible is expressed as a percentage of loss, we will not be liable for the indicated percentage of the gross amount of loss or damage (prior to any applicable deductible or coinsurance) insured under the applicable coverage. If the dollar amount of such percentage is less than the indicated minimum deductible, the minimum deductible will be the applicable deductible.

D. DEDUCTIBLE

As respects this endorsement only, paragraph D.1. of the Businessowners Coverage Form is deleted and replaced with the following:

We will not pay for loss or damage in any "one accident" until the amount of loss or damage exceeds the Deductible shown in the Declarations. We will then pay the amount of loss or damage in excess of the Deductible up to the applicable Limit of Insurance of Section I – Property.

(5) C. CONDITIONS

The following conditions are in addition to the Conditions in the Businessowners Coverage Form.

(a) 1. Suspension

When any "covered equipment" is found to be in, or exposed to a dangerous condition, any of our representatives may immediately suspend the insurance against loss from an "accident" to that "covered equipment." We This can do this by mailing or delivering a written notice of suspension to

a. your last known address as shown in the Declarations, or

b. at the address where the covered equipment is located.

Once suspended in this way, your insurance can be reinstated only by endorsement for that "covered equipment." If we suspend your insurance, you will get a pro rata refund of premium. But the suspension will be effective

even if we have not yet made or offered a refund.

(b) 2. Jurisdictional Inspections

If any property that is "covered equipment" under this endorsement requires inspection to comply with state or municipal boiler and pressure vessel regulations, we agree to perform such inspection on your behalf. We do not warrant that conditions are safe or healthful.

(e) 3. Environmental, Safety and Efficiency Improvements

If "covered equipment" requires replacement due to an "accident," we will pay your additional cost to replace with equipment that is better for the environment, safer or more efficient than the equipment being replaced.

However, we will not pay more than 125% of what the cost would have been to repair or replace with like kind and quality. This condition does not increase any of the applicable limits. This condition does not apply to any property to which Actual Cash Value applies.

(6) DEFINITIONS

E. The following definitions are added:

The following are added to H. Property Definitions:

(a) "Boilers and vessels" means:

- (i)** Any boiler, including attached steam, condensate and feedwater piping; and
- (ii)** Any fired or unfired pressure vessel subject to vacuum or internal pressure other than the static pressure of its contents.

This term does not appear elsewhere in this endorsement, but may appear in a Schedule.

(b) 1. "Covered equipment"

(i) a. "Covered equipment," ~~unless otherwise specified in a Schedule,~~ means Covered Property:

- a-(1)** that generates, transmits or utilizes energy; or
- b-(2)** which, during normal usage, operates under vacuum or pressure, other than weight of its contents.

(ii) b. None of the following is "covered equipment":

- a-(1)** structure, foundation, cabinet, compartment or air supported structure or building;
- b-(2)** insulating or refractory material;
- c-(3)** sewer piping, ~~underground vessels~~ buried vessels or piping, or piping forming a part of a sprinkler system;
- d-(4)** water piping other than boiler feedwater piping, boiler condensate return piping or water piping forming a

part of a refrigerating or air conditioning system;

e-(5) "vehicle" or any equipment mounted on a vehicle;

f-(6) satellite, spacecraft or any equipment mounted on a satellite or spacecraft;

g-(7) dragline, excavation or construction equipment;

h-(8) equipment manufactured by you for sale; or

i-(9) "computer(s)" unless used to control or operate "covered equipment."

(e) 2. "Hazardous substance" means any substance ~~other than ammonia that has been declared by a governmental agency to be hazardous to health.~~ that is hazardous to health or has been declared to be hazardous to health by a governmental agency.

(d) 3. "One accident" means if an initial "accident" causes other "accidents," all will be considered "one accident." All "accidents" that are the result of the same event will be considered "one accident."

(e) ~~"Production machinery" means any machine or apparatus that processes or produces a product intended for eventual sale. This includes all component parts of such machine or apparatus.~~

~~This term does not appear elsewhere in the endorsement, but may appear in a Schedule.~~

(f) 4. "Vehicle" means, as respects this endorsement only, any machine or apparatus that is used for transportation or moves under its own power. "Vehicle" includes, but is not limited to, car, truck, bus, trailer, train, aircraft, watercraft, forklift, bulldozer, tractor or harvester.

However, any property that is stationary, permanently installed at a covered location and that receives electrical power from an external power source will not be considered a vehicle.

The most we will pay for loss, damage or expense under this endorsement arising from any "one accident" is the applicable Limit of Insurance shown in the Declarations. Coverage provided under this endorsement does not provide an additional amount of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXPANDED BUSINESSOWNERS EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORMS

SECTION I – PROPERTY

With respect to coverage provided by **Section I – Property** of this endorsement, the provisions of the Businessowners Coverage Form apply, unless modified by **Section I – Property** of this endorsement. The coverage provided by **Section I – Property** of this endorsement applies separately to each location for which this endorsement is shown in the Declarations.

1. **A. Coverage, 4. Limitations, c.** is replaced by the following:

c. For loss or damage by theft, the following types of property are covered only up to the limits shown:

- (1) \$5,000 for furs, fur garments and garments trimmed with fur.
- (2) \$5,000 for jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones, bullion, gold, silver, platinum and other precious alloys or metals. This limit does not apply to jewelry and watches worth \$100 or less per item.
- (3) \$5,000 for patterns, dies, molds and forms.

2. **A. Coverage, 5. Additional Coverages, a. Debris Removal, paragraph (4), c. Fire Department Service Charge, h. Pollutant Clean Up and Removal, i. Civil Authority, k. Forgery or Alteration, l. Increased Cost of Construction and m. Business Income from Dependent Properties, paragraph (1) and (5)(a)** are replaced by the following:

a. Debris Removal

- (4) We will pay up to an additional \$25,000 for debris removal expense, for each location, in any one occurrence of physical loss or damage to Covered Property, if one or both of the following circumstances apply:
 - (a) The total of the actual debris removal expense plus the amount we pay for direct physical loss or damage exceeds the Limit of Insurance on the Covered Property that has sustained loss or damage.
 - (b) The actual debris removal expense exceeds 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.

Therefore, if Paragraphs **(4)(a)** and or **(4)(b)** apply, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the Limit of Insurance of the Covered Property that has sustained loss or damage, plus \$25,000.

c. Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$5,000 for your liability for fire department service charges:

- (1) Assumed by contract or agreement prior to loss; or
- (2) Required by local ordinance.

h. Pollutant Clean Up and Removal

We will pay your expense to extract “pollutants” from land or water at the described premises if the discharge, dispersal, seepage, migration, release or escape of the “pollutants” is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the earlier of:

- (1) The date of direct physical loss or damage; or
- (2) The end of the policy period.

The most we will pay for each location under this Additional Coverage is \$25,000 for the sum of all such expenses arising out of Covered Causes of Loss occurring during each separate 12 month period of this policy.

i. Civil Authority

We will pay for the actual loss of Business Income you sustain and necessary Extra Expense caused by action of civil authority that prohibits access to the described premises due to direct physical loss of or damage to property, other than at the described premises, caused by or resulting from any Covered Cause of Loss.

This coverage will apply for a period of up to three consecutive weeks from the date of that action.

The definitions of Business Income and Extra Expense contained in the Business Income and Extra Expense Additional Coverages also apply to this Civil Authority Additional Coverage. The Civil Authority Additional Coverage is not subject to the Limits of Insurance of Section I – Property.

k. Forgery or Alteration

- (1)** We will pay for loss resulting directly from forgery or alteration of, any check, draft, promissory note, bill of exchange or similar written promise of payment in "money", that you or your agent has issued, or that was issued by someone who impersonates you or your agent.
- (2)** If you are sued for refusing to pay the check, draft, promissory note, bill of exchange or similar written promise of payment in "money", on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur in that defense.
- (3)** The most we will pay for this Additional Coverage, including legal expenses, in any annual policy period regardless of the number of locations scheduled, occurrences, accidents, insured or claims made is \$25,000, unless a higher Limit of Insurance is shown in the Declarations.

l. Ordinance or Law Coverage

(1) Application of Coverage(s)

The coverage(s) provided by this Additional Coverage apply only if both **(1)(a)** and **(1)(b)** are satisfied and are then subject to the qualifications set forth in **(1)(c)**.

(a) The ordinance or law:

- (i)** Regulates the demolition, construction or repair of buildings, or establishes zoning or land use requirements at the described premises; and
- (ii)** Is in force at the time of loss.

But coverage under this endorsement applies only in response to the minimum requirements of the ordinance or law. Losses and costs incurred in complying with recommended actions or standards that exceed actual requirements are not covered under this endorsement.

- (b) (i)** The building sustains direct physical damage that is covered under this policy and such damage results in enforcement of the ordinance or law; or
- (ii)** The building sustains both direct physical damage that is covered under this policy and direct physical damage that is not covered under this policy, and the building damage in its entirety results in enforcement of the ordinance or law.

(iii) But if the building sustains direct physical damage that is not covered under this policy, and such damage is the subject of the ordinance or law, then there is no coverage under this endorsement even if the building has also sustained covered direct physical damage.

- (c)** In the situation described in **(1)(b)(ii)** above, we will not pay the full amount of loss otherwise payable under the terms of **(3) Coverage** of this Additional Coverage. Instead, we will pay a proportion of such loss; meaning the proportion that the covered direct physical damage bears to the total direct physical damage.

However, if the covered direct physical damage alone would have resulted in enforcement of the ordinance or law, then we will pay the full amount of loss otherwise payable under terms of **(3) Coverage** of this Additional Coverage.

- (2)** We will not pay under this Additional Coverage for:

- (a)** Enforcement of any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread of any activity of "fungi", wet or dry rot or bacteria; or
- (b)** The costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungi", wet or dry rot or bacteria.

(3) Coverage

(a) Loss to the Undamaged Portion of the Building

With respect to the building that has sustained covered direct physical damage, we will pay under Coverage **(a)** for the loss in value of the undamaged portion of the building as a consequence of enforcement of an ordinance or law that requires demolition of undamaged parts of the same building. This coverage is included within the Limit of Insurance applicable to the covered building property shown in the Declarations. This is not additional insurance.

(b) Demolition Cost and Increased Cost of Construction Coverage

With respect to the building that has sustained covered direct physical damage, we will pay:

- (i)** The cost to demolish and clear the site of undamaged parts of the same building, as a consequence of enforcement of an ordinance or law that requires demolition of such undamaged property.
- (ii)** If replacement cost coverage applies, the increased cost to repair or reconstruct damaged portions of that building; and/or reconstruct or remodel undamaged portions of that building, whether or not demolition is required; when the increased cost is a consequence of enforcement of the minimum requirements of the ordinance or law. However,
 - This coverage applies only if the restored or remodeled property is intended for similar occupancy as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law.
 - We will not pay for the increased cost of construction if the building is not repaired, reconstructed or remodeled.

Paragraph **E.6.d. Loss Payment** Property Loss Conditions does not apply to the Demolition Cost and Increased Cost of Construction Coverage.

(4) Loss Payments

- (a)** All following loss payment provisions **(4)(b)** and **(4)(c)** are subject to the apportionment procedure set forth in Section **(1)(c)** of this Additional Coverage.
- (b)** When there is a loss in value of the undamaged portion of the building to which Coverage **(3)(a)** applies, the loss payment for that building, including damaged and undamaged portions, will be determined as follows:
 - (i)** If Replacement Cost Coverage applies and the property is repaired or replaced, on the same or another premises, we will not pay more for loss or damage to Covered Property, including loss caused by enforcement of an ordinance or law, than the lesser of:

- The amount you actually spend to repair, rebuild or reconstruct the building, but not more than the amount it would cost to restore the building on the same premises to the same height, floor area, style and comparable quality of the original property insured; or
- The Limit of Insurance shown in the Declarations as applicable to the covered building.

- (ii)** If Replacement Cost Coverage applies and the property is not repaired or replaced; or if Replacement Cost Coverage does not apply; we will not pay more for loss or damage to Covered Property, including loss caused by enforcement of an ordinance or law, than the lesser of:

- The actual cash value of the building at the time of loss; or
- The Limit of Insurance applicable to the covered Building property.

- (c)** The most we will pay for the total of all covered losses for Demolition Cost and Increased Cost of Construction is \$25,000. This limit does not apply in addition to any limit shown for this coverage in the Declarations. Subject to this combined limit of insurance the following loss payment provisions apply:

- (i)** For Demolition Cost, we will not pay more than the amount you actually spend to demolish and clear the site of the described premises.

- (ii)** With respect to the Increased Cost of Construction:

- We will not pay for the increased cost of construction:
 - Until the property is actually repaired or replaced, at the same or another premises; and
 - Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.

- If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the increased cost of construction is the increased cost of construction at the same premises.
- If the ordinance or law requires relocation to another premises, the most we will pay for the increased cost of construction is the increased cost of construction at the new premises.

(5) Under this Additional Coverage, we will not pay for loss due to any ordinance or law that:

- (a) You were required to comply with before the loss, even if the building was undamaged; and
- (b) You failed to comply with.

(6) The following definition is added to Paragraph H. Property Definitions:

- (a) "Fungi" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungi.

(7) This Additional Coverage is not subject to the terms of the Ordinance or Law Exclusion, to the extent that such Exclusion would conflict with the provisions of this Additional Coverage.

m. Business Income From Dependent Properties

(1) We will pay for the actual loss of Business Income you sustain due to physical loss or damage at the premises of a dependent property caused by or resulting from any Covered Cause of Loss.

The most we will pay under this Additional Coverage is \$25,000 at each described premises due to damage from a Covered Cause of Loss at any one dependent property.

(5) The coverage period for Business Income under this Additional Coverage:

- (a) Begins immediately after the time of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the described premises; and

3. A. Coverage, 5. Additional Coverages, f. Business Income is amended by the addition of the following:

f. Business Income

(5) Newly Acquired Locations

- a. You may extend your Business Income Coverage to apply to property at any location you acquire other than at fairs or exhibitions.

b. The most we will pay under this Extension, for the sum of Business Income loss and Extra Expense incurred, is \$100,000 at each location.

c. Insurance under this Extension for each newly acquired location will end when any of the following first occurs:

- (1) This policy expires;
- (2) 30 days expire after you acquire or begin to construct the property; or
- (3) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property.

4. A. Coverage, 5. Additional Coverages is amended by adding the following coverage:

s. Lock Replacement And Rekeying

We will pay the necessary expenses you incur to replace or rekey locks made necessary due to theft or unauthorized copying of keys or any other legitimate security concern.

This insurance does not apply to loss caused by:

- (1) Vandalism; or
- (2) Wear and Tear.

The most we will pay under this Additional Coverage during each policy period is \$1,000.

Lock replacement and rekeying is not subject to a deductible.

t. Spoilage Coverage

(1) This policy is extended to cover perishable stock at the described premises owned by you or by others that is in your care, custody or control.

Perishable stock is defined as personal property that is:

- (a) Maintained under controlled conditions for its preservation; and
- (b) Susceptible to loss or damage if the controlled conditions change.

(2) For the purpose of this extension only, the Covered Cause of Loss is defined as:

(a) Breakdown or Contamination, meaning:

- (i) Change in temperature or humidity resulting from mechanical breakdown or mechanical failure of refrigerating, cooling or humidity control apparatus or equipment, but only while such equipment or apparatus is at the described premises; or

(ii) Contamination by the refrigerant.

- (b) Power Outage, meaning change in temperature or humidity resulting from complete or partial interruption of electrical power, either on or off the described premises, due to conditions beyond your control.

- (3) For the purpose of this Additional Coverage only, the following Exclusions are added:

We will not pay for loss or damage caused by or resulting from:

- (a) The disconnection of any refrigerating, cooling, humidity control system from the source of power.
- (b) The deactivation of electrical power caused by the manipulation of any switch or other device used to control the flow of electrical power or current.
- (c) The inability of an Electrical Utility Company or other power source to provide sufficient power due to:
 - (i) lack of fuel; or
 - (ii) governmental order.
 - (iii) lack of generating capacity to meet demand.
- (d) Breaking of any glass that is a permanent part of any refrigerating, cooling or humidity control unit.

(4) Conditions

The following condition applies in addition to the Property Loss Conditions (as modified in (a) above) and **Property General Conditions in Section I – Property and Section III – Common Policy Conditions**

Additional Condition – Refrigeration Maintenance Agreements

You must maintain a refrigeration maintenance or service agreement as described below. If you do not maintain this required agreement, the insurance provided by this endorsement will be automatically suspended at the location involved.

A refrigeration maintenance agreement means a written service contract, between you and the refrigeration service organization, which provides for regular periodic inspection of the refrigeration equipment at the insured location, and the servicing and repair of the equipment, including emergency response at the insured location.

- (5) The most we will pay under this Additional Coverage is \$10,000 per any one occurrence. This limit does not apply in addition to any limit shown for this coverage in the Declarations.
- (6) This Additional Coverage, Spoilage, will not increase the Limits of Insurance provided in this policy.
- (7) If Petroleum Marketers Industry Extension, form BP7148 applies, this Additional Coverage does not apply.

u. Arson And Theft Rewards

We will reimburse you for rewards paid by you to any person or persons, other than you, your officers, managers, your employees or your active members, for information leading to an arson or theft conviction in connection with a covered loss to covered property resulting from fire or theft.

The most we will pay under this Additional Coverage is \$5,000 per loss. This is the most we will pay regardless of the number of persons who provided the information.

v. Water Back-Up And Sump Overflow

- (1) We will pay for direct physical loss or damage to Covered Property, covered under **Section I – Property**, caused by or resulting from:

- (a) Water which backs up through or overflows from a sewer or drain; or
- (b) Water which overflows from a sump, even if the overflow results from mechanical breakdown of a sump pump or its related equipment.

However, with respect to Paragraph (b) above, we will not pay the cost of repairing or replacing a sump pump or its related equipment in the event of a mechanical breakdown.

- (2) The coverage described in Paragraph (1) of this Additional Coverage does not apply to loss or damage resulting from an insured's failure to:

- (a) Keep a sump pump or its related equipment in proper working condition; or
- (b) Perform the routine maintenance or repair necessary to keep a sewer or drain free from obstructions.

- (3) With respect to the coverage provided under this Additional Coverage, Exclusion **B.1.g. Water in Section I – Property** is replaced by the following exclusion:

g. Water

- (1) Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;
- (2) Mudslide or mudflow; or
- (3) Water under the ground surface pressing on, or flowing or seeping through:
 - (a) Foundations, walls, floors or paved surfaces;
 - (b) Basements, whether paved or not; or
 - (c) Doors, windows or other openings.

But if Water, as described in **g.(1)** through **g.(3)**, results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage.

- (4)** The most we will pay for this Additional Coverage in any one annual policy period, regardless of the number of locations scheduled, occurrences, accidents, insureds or claims made is \$10,000 for Water Backup and Sump Overflow.

w. Employee Dishonesty

- (1)** We will pay for direct loss of or damage to Business Personal Property and "money" and "securities" resulting from dishonest acts committed by any of your employees acting alone or in collusion with other persons (except you or your partner) with the manifest intent to:

- (a)** Cause you to sustain loss or damage; and also
- (b)** Obtain financial benefit (other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other employee benefits earned in the normal course of employment) for:
 - (i)** Any employee; or
 - (ii)** Any other person or organization.

- (2)** We will not pay for loss or damage:

- (a)** Resulting from any dishonest or criminal act that you or any of your partners or "members" commit whether acting alone or in collusion with other persons.
- (b)** Resulting from any dishonest act committed by any of your employees (except as provided in Paragraph **(1)**), "managers" or directors:
 - (i)** Whether acting alone or in collusion with other persons; or
 - (ii)** While performing services for you or otherwise.
- (c)** The only proof of which as to its existence or amount is:
 - (i)** An inventory computation; or
 - (ii)** A profit and loss computation.

- (3)** The most we will pay for this Additional Coverage in any annual policy period, regardless of the number of locations scheduled, occurrences, accidents, insureds or claims made is \$25,000 for Employee Dishonesty Coverage. This limit does not apply in addition to any limit shown for this coverage in the Declarations.

- (4)** All loss or damage:

- (a)** Caused by one or more persons; or
- (b)** Involving a single act or series of acts; is considered one occurrence.

- (5)** If any loss is covered:

- (a)** Partly by this insurance; and
- (b)** Partly by any prior cancelled or terminated insurance that we or any affiliate had issued to you or any predecessor in interest;

the most we will pay is the larger of the amount recoverable under this insurance or the prior insurance.

We will pay only for loss or damage you sustain through acts committed or events occurring during the Policy Period. Regardless of the number of years this policy remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or period to period.

- (6)** This coverage is cancelled as to any employee immediately upon discovery by:

- (a)** You; or
- (b)** Any of your partners, "members", "managers", officers or directors not in collusion with the employee;

of any dishonest act committed by that employee before or after being hired by you.

- (7)** We will pay only for covered loss or damage sustained during the policy period and discovered no later than one year from the end of the policy period.

- (8)** If you (or any predecessor in interest) sustained loss or damage during the policy period of any prior insurance that you could have recovered under that insurance except that the time within which to discover loss or damage had expired, we will pay for it under this coverage, provided:

- (a)** This coverage became effective at the time of cancellation or termination of the prior insurance; and
- (b)** The loss or damage would have been covered by this coverage had it been in effect when the acts or events causing the loss or damage were committed or occurred.

- (9)** The insurance under Paragraph **(8)** above is part of, not in addition to, the Limit of Insurance applying to this coverage and is limited to the lesser of the amount recoverable under:

- (a)** This coverage as of its effective date; or
- (b)** The prior insurance had it remained in effect.

x. Utility Services – Direct Damage

(1) Coverage

We will pay for loss of or damage to Covered Property caused by an interruption in utility service to the described premises. The interruption in utility services must result from direct physical loss or damage by a Covered Cause of Loss to the property described in **(3)** below and located off the described premises

(2) Exception

Coverage under this Additional Coverage for loss or damage to Covered Property does not apply to loss or damage to electronic data, including destruction or corruption of electronic data.

(3) Utility Supply Services

(a) Water Supply Services, meaning the following types of property supplying water to the described premises:

- (i)** Pumping stations; and
- (ii)** Water Mains.

(b) Communication Supply Services, meaning property supplying communication services, including telephone, radio, microwave or television services to the described premises, such as:

- (i)** Communication transmission lines, including optic fiber transmission lines;
- (ii)** Coaxial cables; and
- (iii)** Microwave radio relays except satellites.

Communication Supply Services does not include overhead transmission lines.

(c) Power Supply Services, meaning the following types of property supplying electricity, steam or gas to the described premises:

- (i)** Utility generating plants;
- (ii)** Switching stations;
- (iii)** Substations;
- (iv)** Transformers; and
- (v)** Transmission lines.

Power Supply Services does not include overhead transmission lines.

(4) The most we will pay for loss or damage under this Additional Coverage is \$10,000 in any one occurrence. This Additional Coverage, Utility Services – Direct Damage, will not increase the Limits of Insurance provided by this policy. This limit does not apply in addition to any limit shown for this coverage in the Declarations.

5. A. Coverage, 6. Coverage Extensions, a. Newly Acquired or Constructed Property, paragraphs (1) and (2), b. Personal Property Off Premises, c. Outdoor Property, d. Personal Effects, e. Valuable Papers and Records, paragraph (3), and f. Accounts Receivable, paragraph (2) are replaced by the following:

a. Newly Acquired Or Constructed Property

(1) Buildings

If this policy covers Buildings, you may extend that insurance to apply to:

- (a)** Your new buildings while being built on the described premises; and
- (b)** Buildings you acquire at premises other than the one described, intended for:
 - (i)** Similar use as the building described in the Declarations; or
 - (ii)** Use as a warehouse.

The most we will pay for loss or damage under this Extension is \$500,000 at each building.

(2) Business Personal Property

(a) If this policy covers Business Personal Property, you may extend that insurance to apply to:

- (i)** Business Personal Property, including such property that you newly acquire, at any location you acquire.
- (ii)** Business Personal Property, including such property that you newly acquire, located at your newly constructed or acquired buildings at the location described in the Declarations; or
- (iii)** Business Personal Property that you newly acquire, located at the described premises.

This Extension does not apply to personal property that you temporarily acquire in the course of installing or performing work on such property or your wholesale activities.

The most we will pay for loss or damage under this Extension is \$250,000 at each premises.

b. Personal Property Off Premises

You may extend the insurance that applies to Business Personal Property to apply to covered Business Personal Property, other than “money” and “securities”, “valuable papers and records” or accounts receivable, while it is in the course of transit or temporarily at a premises not described in the Declarations. The most we will pay for loss or damage under this Extension is \$25,000.

c. Outdoor Property

You may extend the insurance provided by this policy to apply to your outdoor fences, radio and television antennas (including satellite dishes), signs (other than signs attached to buildings), trees, shrubs and plants, including debris removal expense, caused by or resulting from any of the following causes of loss:

- (1) Fire;
- (2) Lightning;
- (3) Explosion;
- (4) Riot or Civil Commotion;
- (5) Aircraft or Vehicles;
- (6) Windstorm or Hail;
- (7) Smoke; or
- (8) Vandalism.

The most we will pay for loss or damage under this Extension is \$10,000, but not more than \$500 for any one tree, shrub or plant. This limit does not apply in addition to any limit shown for Outdoor Signs coverage in the Declarations.

d. Personal Effects

You may extend the insurance that applies to Business Personal Property to apply to personal effects owned by you, your officers, your partners or "members", your "managers" or your employees. This extension does not apply to:

- (1) Tools or equipment used in your business; or
- (2) Loss or damage by theft.

If there is other insurance covering the same loss or damage, we will pay only for the amount of covered loss in excess of the amount due from that other insurance. At our option any loss covered under this extension may be adjusted with and payable to you.

The most we will pay for loss or damage under this extension is \$10,000 at each described premises.

e. Valuable Papers And Records

- (3) The most we will pay under this Coverage extension for loss or damage to "valuable papers and records" in any one occurrence at the described premises is \$25,000, unless a higher Limit of Insurance for "valuable papers and records" is shown in the Declarations.

For "valuable papers and records" not at the described premises, the most we will pay is \$10,000.

f. Accounts Receivable

- (2) The most we will pay under this Coverage Extension for loss or damage in any one occurrence at the described premises is \$25,000, unless a higher Limit of Insurance for accounts receivable is shown in the Declarations.

For accounts receivable not at the described premises, the most we will pay is \$10,000.

6. **A. Coverage, 6. Coverage Extensions** is amended by adding the following coverage:

g. Money and Securities

- (1) We will pay for loss of "money" and "securities" used in your business while at a bank or savings institution, within your living quarters or the living quarters of your partners or any employee having use and custody of the property, or while in the custody of a person you have authorized to have custody of the "money" or "securities" at the described premises or in transit between any of these places resulting directly from:

- (a) Theft, meaning any act of stealing;
- (b) Disappearance; or
- (c) Destruction.

- (2) In addition to the Limitations and Exclusions applicable to **Section I – Property**, we will not pay for loss:

- (a) Resulting from accounting or arithmetical errors or omissions;
- (b) Due to the giving or surrendering of property in any exchange or purchase; or
- (c) Of property contained in any "money" operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device.

- (3) All loss:

- (a) Caused by one or more persons; or
 - (b) Involving a single act or series of related acts;
- is considered one occurrence.

- (4) You must keep records of all "money" and "securities" so we can verify the amount of any loss or damage.

- (5) In the event of loss or damage we will determine the value as follows:

- (a) "Money" at its face value; and
- (b) "Securities" at their value at the close of business on the day the loss is discovered.

- (6) The most we will pay under this Extension for loss in any one occurrence is \$10,000. This limit does not apply in addition to any limit shown for this coverage in the Declarations.

h. Premises Damage Resulting From Burglary or Robbery

We will pay for loss or damage to the building at the described premises caused by or resulting from actual or attempted burglary or robbery if you are legally obligated to pay such loss or damage. The most we will pay under this Extension is \$5,000 at each described premises.

i. Claims Data Expense

We will pay up to \$5,000 for reasonable costs you incur preparing loss data required by policy conditions after a covered property loss. This includes the cost of taking inventory, making appraisals and preparing other data to determine the extent of your loss.

We will not pay for expenses or fees you incur from public insurance adjusters or for expenses related to claims not covered by this policy.

j. Fine Arts

We will pay for loss or damage, including breakage, to your fine arts or fine arts of others in your care, custody or control. For the purpose of this Extension fine arts means antiques or rare articles, including etchings, pictures, statuary, marbles, bronzes, porcelains; rare books; antique silver; rare glass; manuscripts and other bona fide works of art of rarity, historical value or artistic merit.

We will determine the value of the fine arts at market value at the time of loss or damage.

In case of loss or damage to a pair or set, we will pay you the full value of the pair or set and you agree to surrender the remaining articles of the set to us.

Our payment for loss or damage to fine arts of others will only be for the account of the owner of the property. If other insurance exists for loss or damage covered under this Extension, whether it can be collected or not, this Extension will not apply to that part of the loss.

The most we will pay under this Extension is \$10,000.

7. C. Limits of Insurance, 2. \$1,000 limitation to outdoor signs attached to buildings, is deleted.

8. The following is added to Section D. Deductibles:

- 4.** With respect to the coverages provided by this endorsement, we will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds \$500 or the Property Deductible shown on the

Businessowners Declarations, whichever is less. We will then pay the amount of loss or damage in excess of \$500 or the Property Deductible shown on the Businessowners Declarations, whichever is less, up to the applicable Limit of Insurance.

9. Paragraph a. of the "Period of Restoration" definition is replaced by the following:

- a.** Begins immediately after the time of direct physical loss or damage caused by or resulting from any covered cause of loss at the described premises; and

10. Throughout the forms modified by this endorsement the words "within 100 feet" are replaced with "within 1,000 feet."

11. Brands and Labels

- a.** If branded or labeled merchandise that is Covered Property is damaged by a Covered Cause of Loss, we may take all or any part of the property at an agreed or appraised value. If so, you may:

- 1.** Stamp "salvage" on the merchandise or its containers, if the stamp will not physically damage the merchandise; or
- 2.** Remove the brands or labels, if doing so will not physically damage the merchandise. You must relabel the merchandise or its containers to comply with the law.

- b.** We will pay reasonable costs you incur to perform the activity described in **a.1.** or **a.2.** above. But the total we pay for these costs and the value of the damaged property will not exceed the applicable Limit of Insurance on such property.

SECTION II – LIABILITY

Section II – Liability is amended to include the following clarifications and extensions of coverage. The provisions of the coverage form apply unless modified by the endorsement.

- 1.** The insurance provided under Paragraphs **A.1.f.(1)(b)** and **A.1.f.(1)(d)** of **Coverage Extension – Supplementary Payments** are replaced by the following:

- (b)** Up to \$3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- (d)** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$350 a day because of time off from work.

2. Paragraph A.2.a.(3)(b) Coverages Medical Payments is replaced by the following:

- b.** The expenses are incurred and reported to us within three years of the date of the accident; and

3. With respect to B.1. Exclusions Applicable To Business Liability Coverage, Paragraphs k.(3), k.(4), k.(6) and l. do not apply to the use of elevators.

The insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured, and the Other Insurance Condition is changed accordingly.

4. The following is added to Paragraph C.1. Who Is An Insured:

- e.** Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, an insured does not include any subsidiary that is an insured under any other general liability policy, or would have been an insured under such policy but for termination of that policy or the exhaustion of that policy's limits of liability.

5. The following is added to Paragraph C. Who Is An Insured:

- 3.** Any organization you newly acquire or form, other than a partnership, joint venture, or limited liability company and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a.** Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b.** Paragraph **A.1. Business Liability** does not apply to:
 - (1)** "Bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - (2)** "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, or limited liability company that is not shown as a Named Insured in the Declarations.

This provision does not apply to newly formed or acquired organizations coverage is excluded either by the provisions of the Coverage Part or by endorsements.

6. The following is added to Paragraph E.2. Liability and Medical Expenses General Conditions Duties In The Event of Occurrence, Offense, Claim or Suit is being amended by the following provisions:

- e.** The requirement in Paragraph **E.2.a.** that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim, applies only when the "occurrence" or offense is known to:
 - (1)** You, if you are an individual or a limited liability company;
 - (2)** A partner, if you are a partnership;
 - (3)** A manager, if you are a limited liability company;
 - (4)** An executive officer or an insurance manager, if you are a corporation; or
- f.** The requirement in Paragraph **E.2.b.** that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:
 - (1)** You, if you are an individual or a limited liability company;
 - (2)** A partner, if you are a partnership;
 - (3)** A manager, if you are a limited liability company;
 - (4)** An executive officer or an insurance manager, if you are a corporation; or

7. Paragraph F.3. Liability and Medical Expenses Definitions is replaced by the following:

- 3.** "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at anytime.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXPANDED BUSINESSOWNERS EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORMS

SECTION I – PROPERTY

With respect to coverage provided by **Section I – Property** of this endorsement, the provisions of the Businessowners Coverage Form apply, unless modified by **Section I – Property** of this endorsement. The coverage provided by **Section I – Property** of this endorsement applies separately to each location for which this endorsement is shown in the Declarations.

1. **A. Coverage, 4. Limitations, c.** is replaced by the following:

c. For loss or damage by theft, the following types of property are covered only up to the limits shown:

- (1) \$5,000 for furs, fur garments and garments trimmed with fur.
- (2) \$5,000 for jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones, bullion, gold, silver, platinum and other precious alloys or metals. This limit does not apply to jewelry and watches worth \$100 or less per item.
- (3) \$5,000 for patterns, dies, molds and forms.

2. **A. Coverage, 5. Additional Coverages, a. Debris Removal, paragraph (4), c. Fire Department Service Charge, h. Pollutant Clean Up and Removal, i. Civil Authority, k. Forgery or Alteration, l. Increased Cost of Construction and m. Business Income from Dependent Properties, paragraph (1) and (5)(a)** are replaced by the following:

a. Debris Removal

(4) We will pay up to an additional \$25,000 for debris removal expense, for each location, in any one occurrence of physical loss or damage to Covered Property, if one or both of the following circumstances apply:

- (a) The total of the actual debris removal expense plus the amount we pay for direct physical loss or damage exceeds the Limit of Insurance on the Covered Property that has sustained loss or damage.
- (b) The actual debris removal expense exceeds 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage

to the Covered Property that has sustained loss or damage.

Therefore, if Paragraphs **(4)(a)** and or **(4)(b)** apply, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the Limit of Insurance of the Covered Property that has sustained loss or damage, plus \$25,000.

c. Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$5,000 for your liability for fire department service charges:

- (1) Assumed by contract or agreement prior to loss; or
- (2) Required by local ordinance.

h. Pollutant Clean Up and Removal

We will pay your expense to extract "pollutants" from land or water at the described premises if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the earlier of:

- (1) The date of direct physical loss or damage; or
- (2) The end of the policy period.

The most we will pay for each location under this Additional Coverage is \$25,000 for the sum of all such expenses arising out of Covered Causes of Loss occurring during each separate 12 month period of this policy.

i. Civil Authority

We will pay for the actual loss of Business Income you sustain and necessary Extra Expense caused by action of civil authority that prohibits access to the described premises due to direct physical loss of or damage to property, other than at the described premises, caused by or resulting from any Covered Cause of Loss.

This coverage will apply for a period of up to three consecutive weeks from the date of that action.

The definitions of Business Income and Extra Expense contained in the Business Income and Extra Expense Additional Coverages also apply to this Civil Authority Additional Coverage. The Civil Authority Additional Coverage is not subject

to the Limits of Insurance of Section I – Property.

k. Forgery or Alteration

- (1) We will pay for loss resulting directly from forgery or alteration of, any check, draft, promissory note, bill of exchange or similar written promise of payment in “money”, that you or your agent has issued, or that was issued by someone who impersonates you or your agent.
- (2) If you are sued for refusing to pay the check, draft, promissory note, bill of exchange or similar written promise of payment in “money”, on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur in that defense.
- (3) The most we will pay for this Additional Coverage, including legal expenses, in any annual policy period regardless of the number of locations scheduled, occurrences, accidents, insured or claims made is \$25,000, unless a higher Limit of Insurance is shown in the Declarations.

I. Ordinance or Law Coverage

(1) Application of Coverage(s)

The coverage(s) provided by this Additional Coverage apply only if both **(1)(a)** and **(1)(b)** are satisfied and are then subject to the qualifications set forth in **(1)(c)**.

(a) The ordinance or law:

- (i)** Regulates the demolition, construction or repair of buildings, or establishes zoning or land use requirements at the described premises; and
- (ii)** Is in force at the time of loss.

But coverage under this endorsement applies only in response to the minimum requirements of the ordinance or law. Losses and costs incurred in complying with recommended actions or standards that exceed actual requirements are not covered under this endorsement.

- (b) (i)** The building sustains direct physical damage that is covered under this policy and such damage results in enforcement of the ordinance or law; or
- (ii)** The building sustains both direct physical damage that is covered under this policy and direct physical damage that is not covered under this policy, and the building damage in its entirety results in enforcement of the ordinance or law.
- (iii)** But if the building sustains direct physical damage that is not

covered under this policy, and such damage is the subject of the ordinance or law, then there is no coverage under this endorsement even if the building has also sustained covered direct physical damage.

- (c)** In the situation described in **(1)(b)(ii)** above, we will not pay the full amount of loss otherwise payable under the terms of **(3) Coverage** of this Additional Coverage. Instead, we will pay a proportion of such loss; meaning the proportion that the covered direct physical damage bears to the total direct physical damage. However, if the covered direct physical damage alone would have resulted in enforcement of the ordinance or law, then we will pay the full amount of loss otherwise payable under terms of **(3) Coverage** of this Additional Coverage.

- (2)** We will not pay under this Additional Coverage for:

- (a)** Enforcement of any ordinance or law which requires the demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by “pollutants” or due to the presence, growth, proliferation, spread of any activity of “fungi”, wet or dry rot or bacteria; or
- (b)** The costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of “pollutants”, “fungi”, wet or dry rot or bacteria.

(3) Coverage

(a) Loss to the Undamaged Portion of the Building

With respect to the building that has sustained covered direct physical damage, we will pay under Coverage **(a)** for the loss in value of the undamaged portion of the building as a consequence of enforcement of an ordinance or law that requires demolition of undamaged parts of the same building. This coverage is included within the Limit of Insurance applicable to the covered building property shown in the Declarations. This is not additional insurance.

(b) Demolition Cost and Increased Cost of Construction Coverage

With respect to the building that has sustained covered direct physical damage, we will pay:

- (i) The cost to demolish and clear the site of undamaged parts of the same building, as a consequence of enforcement of an ordinance or law that requires demolition of such undamaged property.
- (ii) If replacement cost coverage applies, the increased cost to repair or reconstruct damaged portions of that building; and/or reconstruct or remodel undamaged portions of that building, whether or not demolition is required; when the increased cost is a consequence of enforcement of the minimum requirements of the ordinance or law. However,
 - This coverage applies only if the restored or remodeled property is intended for similar occupancy as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law.
 - We will not pay for the increased cost of construction if the building is not repaired, reconstructed or remodeled.

Paragraph **E.6.d. Loss Payment** Property Loss Conditions does not apply to the Demolition Cost and Increased Cost of Construction Coverage.

(4) Loss Payments

- (a) All following loss payment provisions **(4)(b)** and **(4)(c)** are subject to the apportionment procedure set forth in Section **(1)(c)** of this Additional Coverage.
- (b) When there is a loss in value of the undamaged portion of the building to which Coverage **(3)(a)** applies, the loss payment for that building, including damaged and undamaged portions, will be determined as follows:
 - (i) If Replacement Cost Coverage applies and the property is repaired or replaced, on the same or another premises, we will not pay more for loss or damage to Covered Property, including loss caused by enforcement of an ordinance or law, than the lesser of:
 - The amount you actually spend to repair, rebuild or reconstruct the building, but not more than the amount it would cost to restore the building on the same premises to the same height,

floor area, style and comparable quality of the original property insured; or

- The Limit of Insurance shown in the Declarations as applicable to the covered building.
- (ii) If Replacement Cost Coverage applies and the property is not repaired or replaced; or if Replacement Cost Coverage does not apply; we will not pay more for loss or damage to Covered Property, including loss caused by enforcement of an ordinance or law, than the lesser of:
 - The actual cash value of the building at the time of loss; or
 - The Limit of Insurance applicable to the covered Building property.
- (c) The most we will pay for the total of all covered losses for Demolition Cost and Increased Cost of Construction is \$25,000. This limit does not apply in addition to any limit shown for this coverage in the Declarations. Subject to this combined limit of insurance the following loss payment provisions apply:
 - (i) For Demolition Cost, we will not pay more than the amount you actually spend to demolish and clear the site of the described premises.
 - (ii) With respect to the Increased Cost of Construction:
 - We will not pay for the increased cost of construction:
 - Until the property is actually repaired or replaced, at the same or another premises; and
 - Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.
 - If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the increased cost of construction is the increases cost of

construction at the same premises.

- If the ordinance or law requires relocation to another premises, the most we will pay for the increased cost of construction is the increased cost of construction at the new premises.

(5) Under this Additional Coverage, we will not pay for loss due to any ordinance or law that:

(a) You were required to comply with before the loss, even if the building was undamaged; and

(b) You failed to comply with.

(6) The following definition is added to Paragraph H. Property Definitions:

(a) "Fungi" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungi.

(7) This Additional Coverage is not subject to the terms of the Ordinance or Law Exclusion, to the extent that such Exclusion would conflict with the provisions of this Additional Coverage.

m. Business Income From Dependent Properties

(1) We will pay for the actual loss of Business Income you sustain due to physical loss or damage at the premises of a dependent property caused by or resulting from any Covered Cause of Loss.

The most we will pay under this Additional Coverage is \$25,000 at each described premises due to damage from a Covered Cause of Loss at any one dependent property.

(5) The coverage period for Business Income under this Additional Coverage:

(a) Begins immediately after the time of direct physical loss or damage caused by or resulting from any Covered Cause of Loss at the described premises; and

3. **A. Coverage, 5. Additional Coverages, f. Business Income** is amended by the addition of the following:

f. Business Income

(5) Newly Acquired Locations

a. You may extend your Business Income Coverage to apply to property at any location you acquire other than at fairs or exhibitions.

b. The most we will pay under this Extension, for the sum of Business

Income loss and Extra Expense incurred, is \$100,000 at each location.

c. Insurance under this Extension for each newly acquired location will end when any of the following first occurs:

(1) This policy expires;

(2) 30 days expire after you acquire or begin to construct the property; or

(3) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property.

4. **A. Coverage, 5. Additional Coverages** is amended by adding the following coverage:

~~p-s.~~ Lock Replacement And Rekeying

We will pay the necessary expenses you incur to replace or rekey locks made necessary due to theft or unauthorized copying of keys or any other legitimate security concern.

This insurance does not apply to loss caused by:

(1) Vandalism; or

(2) Wear and Tear.

The most we will pay under this Additional Coverage during each policy period is \$1,000.

Lock replacement and rekeying is not subject to a deductible.

~~q-t.~~ Spoilage Coverage

(1) This policy is extended to cover perishable stock at the described premises owned by you or by others that is in your care, custody or control.

Perishable stock is defined as personal property that is:

(a) Maintained under controlled conditions for its preservation; and

(b) Susceptible to loss or damage if the controlled conditions change.

(2) For the purpose of this extension only, the Covered Cause of Loss is defined as:

(a) Breakdown or Contamination, meaning:

(i) Change in temperature or humidity resulting from mechanical breakdown or mechanical failure of refrigerating, cooling or humidity control apparatus or equipment, but only while such equipment or apparatus is at the described premises; or

(ii) Contamination by the refrigerant.

(b) Power Outage, meaning change in temperature or humidity resulting from complete or partial interruption of electrical power, either on or off the described premises, due to conditions beyond your control.

- (3) For the purpose of this Additional Coverage only, the following Exclusions are added:

We will not pay for loss or damage caused by or resulting from:

- (a) The disconnection of any refrigerating, cooling, humidity control system from the source of power.
- (b) The deactivation of electrical power caused by the manipulation of any switch or other device used to control the flow of electrical power or current.
- (c) The inability of an Electrical Utility Company or other power source to provide sufficient power due to:
 - (i) lack of fuel; or
 - (ii) governmental order.
 - (iii) lack of generating capacity to meet demand.
- (d) Breaking of any glass that is a permanent part of any refrigerating, cooling or humidity control unit.

(4) Conditions

The following condition applies in addition to the Property Loss Conditions (as modified in (a) above) and Property General Conditions in Section I – Property and Section III – Common Policy Conditions

Additional Condition – Refrigeration Maintenance Agreements

You must maintain a refrigeration maintenance or service agreement as described below. If you do not maintain this required agreement, the insurance provided by this endorsement will be automatically suspended at the location involved.

A refrigeration maintenance agreement means a written service contract, between you and the refrigeration service organization, which provides for regular periodic inspection of the refrigeration equipment at the insured location, and the servicing and repair of the equipment, including emergency response at the insured location.

- (5) The most we will pay under this Additional Coverage is \$10,000 per any one occurrence. This limit does not apply in addition to any limit shown for this coverage in the Declarations.
- (6) This Additional Coverage, Spoilage, will not increase the Limits of Insurance provided in this policy.
- (7) If Petroleum Marketers Industry Extension, form BP7148 applies, this Additional Coverage does not apply.

F.U. Arson And Theft Rewards

We will reimburse you for rewards paid by you to any person or persons, other than you, your officers, managers, your employees or your active members, for information leading to an arson or theft conviction in connection with a covered loss to covered property resulting from fire or theft.

The most we will pay under this Additional Coverage is \$5,000 per loss. This is the most we will pay regardless of the number of persons who provided the information.

S.V. Water Back-Up And Sump Overflow

- (1) We will pay for direct physical loss or damage to Covered Property, covered under **Section I – Property**, caused by or resulting from:
 - (a) Water which backs up through or overflows from a sewer or drain; or
 - (b) Water which overflows from a sump, even if the overflow results from mechanical breakdown of a sump pump or its related equipment.

However, with respect to Paragraph (b) above, we will not pay the cost of repairing or replacing a sump pump or its related equipment in the event of a mechanical breakdown.

- (2) The coverage described in Paragraph (1) of this Additional Coverage does not apply to loss or damage resulting from an insured's failure to:
 - (a) Keep a sump pump or its related equipment in proper working condition; or
 - (b) Perform the routine maintenance or repair necessary to keep a sewer or drain free from obstructions.
- (3) With respect to the coverage provided under this Additional Coverage, Exclusion **B.1.g. Water** in **Section I – Property** is replaced by the following exclusion:

g. Water

- (1) Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;
- (2) Mudslide or mudflow; or
- (3) Water under the ground surface pressing on, or flowing or seeping through:
 - (a) Foundations, walls, floors or paved surfaces;
 - (b) Basements, whether paved or not; or
 - (c) Doors, windows or other openings.

But if Water, as described in **g.(1)** through **g.(3)**, results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage.

- (4) The most we will pay for this Additional Coverage in any one annual policy period, regardless of the number of locations scheduled, occurrences, accidents, insureds or claims made is \$10,000 for Water Backup and Sump Overflow.

t.w. Employee Dishonesty

- (1) We will pay for direct loss of or damage to Business Personal Property and "money" and "securities" resulting from dishonest acts committed by any of your employees acting alone or in collusion with other persons (except you or your partner) with the manifest intent to:

- (a) Cause you to sustain loss or damage; and also
- (b) Obtain financial benefit (other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other employee benefits earned in the normal course of employment) for:
 - (i) Any employee; or
 - (ii) Any other person or organization.

- (2) We will not pay for loss or damage:

- (a) Resulting from any dishonest or criminal act that you or any of your partners or "members" commit whether acting alone or in collusion with other persons.
- (b) Resulting from any dishonest act committed by any of your employees (except as provided in Paragraph (1)), "managers" or directors:
 - (i) Whether acting alone or in collusion with other persons; or
 - (ii) While performing services for you or otherwise.
- (c) The only proof of which as to its existence or amount is:
 - (i) An inventory computation; or
 - (ii) A profit and loss computation.

- (3) The most we will pay for this Additional Coverage in any annual policy period, regardless of the number of locations scheduled, occurrences, accidents, insureds or claims made is \$25,000 for Employee Dishonesty Coverage. This limit does not apply in addition to any limit shown for this coverage in the Declarations.

- (4) All loss or damage:

- (a) Caused by one or more persons; or

- (b) Involving a single act or series of acts; is considered one occurrence.

- (5) If any loss is covered:

- (a) Partly by this insurance; and
- (b) Partly by any prior cancelled or terminated insurance that we or any affiliate had issued to you or any predecessor in interest;

the most we will pay is the larger of the amount recoverable under this insurance or the prior insurance.

We will pay only for loss or damage you sustain through acts committed or events occurring during the Policy Period. Regardless of the number of years this policy remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or period to period.

- (6) This coverage is cancelled as to any employee immediately upon discovery by:

- (a) You; or
- (b) Any of your partners, "members", "managers", officers or directors not in collusion with the employee;

of any dishonest act committed by that employee before or after being hired by you.

- (7) We will pay only for covered loss or damage sustained during the policy period and discovered no later than one year from the end of the policy period.

- (8) If you (or any predecessor in interest) sustained loss or damage during the policy period of any prior insurance that you could have recovered under that insurance except that the time within which to discover loss or damage had expired, we will pay for it under this coverage, provided:

- (a) This coverage became effective at the time of cancellation or termination of the prior insurance; and
- (b) The loss or damage would have been covered by this coverage had it been in effect when the acts or events causing the loss or damage were committed or occurred.

- (9) The insurance under Paragraph (8) above is part of, not in addition to, the Limit of Insurance applying to this coverage and is limited to the lesser of the amount recoverable under:

- (a) This coverage as of its effective date; or
- (b) The prior insurance had it remained in effect.

4.X. Utility Services – Direct Damage

(1) Coverage

We will pay for loss of or damage to Covered Property caused by an interruption in utility service to the described premises. The interruption in utility services must result from direct physical loss or damage by a Covered Cause of Loss to the property described in (3) below and located off the described premises

(2) Exception

Coverage under this Additional Coverage for loss or damage to Covered Property does not apply to loss or damage to electronic data, including destruction or corruption of electronic data.

(3) Utility Supply Services

(a) Water Supply Services, meaning the following types of property supplying water to the described premises:

- (i) Pumping stations; and
- (ii) Water Mains.

(b) Communication Supply Services, meaning property supplying communication services, including telephone, radio, microwave or television services to the described premises, such as:

- (i) Communication transmission lines, including optic fiber transmission lines;
- (ii) Coaxial cables; and
- (iii) Microwave radio relays except satellites.

Communication Supply Services does not include overhead transmission lines.

(c) Power Supply Services, meaning the following types of property supplying electricity, steam or gas to the described premises:

- (i) Utility generating plants;
- (ii) Switching stations;
- (iii) Substations;
- (iv) Transformers; and
- (v) Transmission lines.

Power Supply Services does not include overhead transmission lines.

(4) The most we will pay for loss or damage under this Additional Coverage is \$10,000 in any one occurrence. This Additional Coverage, Utility Services – Direct Damage, will not increase the Limits of Insurance provided by this policy. This limit does not apply in addition to any limit shown for this coverage in the Declarations.

5. A. Coverage, 6. Coverage Extensions, a. Newly Acquired or Constructed Property, paragraphs (1) and (2), b. Personal Property Off Premises, c. Outdoor Property, d. Personal Effects, e. Valuable Papers and Records, paragraph (3), and f. Accounts Receivable, paragraph (2) are replaced by the following:

a. Newly Acquired Or Constructed Property

(1) Buildings

If this policy covers Buildings, you may extend that insurance to apply to:

- (a) Your new buildings while being built on the described premises; and
- (b) Buildings you acquire at premises other than the one described, intended for:
 - (i) Similar use as the building described in the Declarations; or
 - (ii) Use as a warehouse.

The most we will pay for loss or damage under this Extension is \$500,000 at each building.

(2) Business Personal Property

(a) If this policy covers Business Personal Property, you may extend that insurance to apply to:

- (i) Business Personal Property, including such property that you newly acquire, at any location you acquire.
- (ii) Business Personal Property, including such property that you newly acquire, located at your newly constructed or acquired buildings at the location described in the Declarations; or
- (iii) Business Personal Property that you newly acquire, located at the described premises.

This Extension does not apply to personal property that you temporarily acquire in the course of installing or performing work on such property or your wholesale activities.

The most we will pay for loss or damage under this Extension is \$250,000 at each premises.

b. Personal Property Off Premises

You may extend the insurance that applies to Business Personal Property to apply to covered Business Personal Property, other than “money” and “securities”, “valuable papers and records” or accounts receivable, while it is in the course of transit or temporarily at a premises not described in the Declarations. The most we will pay for loss or damage under this Extension is \$25,000.

c. Outdoor Property

You may extend the insurance provided by this policy to apply to your outdoor fences, radio and television antennas (including satellite dishes), signs (other than signs attached to buildings), trees, shrubs and plants, including debris removal expense, caused by or resulting from any of the following causes of loss:

- (1) Fire;
- (2) Lightning;
- (3) Explosion;
- (4) Riot or Civil Commotion;
- (5) Aircraft or Vehicles;
- (6) Windstorm or Hail;
- (7) Smoke; or
- (8) Vandalism.

The most we will pay for loss or damage under this Extension is \$10,000, but not more than \$500 for any one tree, shrub or plant. This limit does not apply in addition to any limit shown for Outdoor Signs coverage in the Declarations.

d. Personal Effects

You may extend the insurance that applies to Business Personal Property to apply to personal effects owned by you, your officers, your partners or "members", your "managers" or your employees. This extension does not apply to:

- (1) Tools or equipment used in your business; or
- (2) Loss or damage by theft.

If there is other insurance covering the same loss or damage, we will pay only for the amount of covered loss in excess of the amount due from that other insurance. At our option any loss covered under this extension may be adjusted with and payable to you.

The most we will pay for loss or damage under this extension is \$10,000 at each described premises.

e. Valuable Papers And Records

- (3) The most we will pay under this Coverage extension for loss or damage to "valuable papers and records" in any one occurrence at the described premises is \$25,000, unless a higher Limit of Insurance for "valuable papers and records" is shown in the Declarations.

For "valuable papers and records" not at the described premises, the most we will pay is \$10,000.

f. Accounts Receivable

- (2) The most we will pay under this Coverage Extension for loss or damage in any one occurrence at the described premises is \$25,000, unless a higher Limit of Insurance for accounts receivable is shown in the Declarations.

For accounts receivable not at the described premises, the most we will pay is \$10,000.

- 6. A. Coverage, 6. Coverage Extensions** is amended by adding the following coverage:

g. Money and Securities

- (1) We will pay for loss of "money" and "securities" used in your business while at a bank or savings institution, within your living quarters or the living quarters of your partners or any employee having use and custody of the property, or while in the custody of a person you have authorized to have custody of the "money" or "securities" at the described premises or in transit between any of these places resulting directly from:

- (a) Theft, meaning any act of stealing;
- (b) Disappearance; or
- (c) Destruction.

- (2) In addition to the Limitations and Exclusions applicable to **Section I – Property**, we will not pay for loss:

- (a) Resulting from accounting or arithmetical errors or omissions;
- (b) Due to the giving or surrendering of property in any exchange or purchase; or
- (c) Of property contained in any "money" operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device.

- (3) All loss:

- (a) Caused by one or more persons; or
 - (b) Involving a single act or series of related acts;
- is considered one occurrence.

- (4) You must keep records of all "money" and "securities" so we can verify the amount of any loss or damage.

- (5) In the event of loss or damage we will determine the value as follows:

- (a) "Money" at its face value; and
- (b) "Securities" at their value at the close of business on the day the loss is discovered.

- (6) The most we will pay under this Extension for loss in any one occurrence is \$10,000. This limit does not apply in addition to any limit shown for this coverage in the Declarations.

h. Premises Damage Resulting From Burglary or Robbery

We will pay for loss or damage to the building at the described premises caused by or resulting from actual or attempted burglary or robbery if you are legally obligated to pay such loss or damage. The most we will pay under this Extension is \$5,000 at each described premises.

i. Claims Data Expense

We will pay up to \$5,000 for reasonable costs you incur preparing loss data required by policy conditions after a covered property loss. This includes the cost of taking inventory, making appraisals and preparing other data to determine the extent of your loss.

We will not pay for expenses or fees you incur from public insurance adjusters or for expenses related to claims not covered by this policy.

j. Fine Arts

We will pay for loss or damage, including breakage, to your fine arts or fine arts of others in your care, custody or control. For the purpose of this Extension fine arts means antiques or rare articles, including etchings, pictures, statuary, marbles, bronzes, porcelains; rare books; antique silver; rare glass; manuscripts and other bona fide works of art of rarity, historical value or artistic merit.

We will determine the value of the fine arts at market value at the time of loss or damage.

In case of loss or damage to a pair or set, we will pay you the full value of the pair or set and you agree to surrender the remaining articles of the set to us.

Our payment for loss or damage to fine arts of others will only be for the account of the owner of the property. If other insurance exists for loss or damage covered under this Extension, whether it can be collected or not, this Extension will not apply to that part of the loss.

The most we will pay under this Extension is \$10,000.

7. **C. Limits of Insurance, 2.** \$1,000 limitation to outdoor signs attached to buildings, is deleted.

8. The following is added to **Section D. Deductibles:**

4. With respect to the coverages provided by this endorsement, we will not pay for loss or damage in any one occurrence until the amount of loss or damage exceeds \$500 or the Property Deductible shown on the

Businessowners Declarations, whichever is less. We will then pay the amount of loss or damage in excess of \$500 or the Property Deductible shown on the Businessowners Declarations, whichever is less, up to the applicable Limit of Insurance.

9. Paragraph **a.** of the "Period of Restoration" definition is replaced by the following:

- a.** Begins immediately after the time of direct physical loss or damage caused by or resulting from any covered cause of loss at the described premises; and

10. Throughout the forms modified by this endorsement the words "within 100 feet" are replaced with "within 1,000 feet."

11. Brands and Labels

- a.** If branded or labeled merchandise that is Covered Property is damaged by a Covered Cause of Loss, we may take all or any part of the property at an agreed or appraised value. If so, you may:

1. Stamp "salvage" on the merchandise or its containers, if the stamp will not physically damage the merchandise; or
2. Remove the brands or labels, if doing so will not physically damage the merchandise. You must relabel the merchandise or its containers to comply with the law.

- b.** We will pay reasonable costs you incur to perform the activity described in **a.1.** or **a.2.** above. But the total we pay for these costs and the value of the damaged property will not exceed the applicable Limit of Insurance on such property.

SECTION II – LIABILITY

Section II – Liability is amended to include the following clarifications and extensions of coverage. The provisions of the coverage form apply unless modified by the endorsement.

1. The insurance provided under Paragraphs **A.1.f.(1)(b)** and **A.1.f.(1)(d)** of **Coverage Extension – Supplementary Payments** are replaced by the following:

- (b)** Up to \$3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- (d)** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$350 a day because of time off from work.

2. Paragraph **A.2.a.(3)b. Coverages Medical Payments** is replaced by the following:

- b. The expenses are incurred and reported to us within three years of the date of the accident; and

3. With respect to **B.1. Exclusions Applicable To Business Liability Coverage**, Paragraphs **k.(3), k.(4), k.(6)** and **l.** do not apply to the use of elevators.

The insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured, and the Other Insurance Condition is changed accordingly.

4. The following is added to Paragraph **C.1. Who Is An Insured:**

- e. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, an insured does not include any subsidiary that is an insured under any other general liability policy, or would have been an insured under such policy but for termination of that policy or the exhaustion of that policy's limits of liability.

5. The following is added to Paragraph **C. Who Is An Insured:**

4.3. Any organization you newly acquire or form, other than a partnership, joint venture, or limited liability company and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- b. Paragraph **A.1. Business Liability** does not apply to:
 - (1) "Bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, or limited liability company that is not shown as a Named Insured in the Declarations.

This provision does not apply to newly formed or acquired organizations coverage is excluded either by the provisions of the Coverage Part or by endorsements.

6. The following is added to Paragraph **E.2. Liability and Medical Expenses General Conditions Duties In The Event of Occurrence, Offense, Claim or Suit** is being amended by the following provisions:

- e. The requirement in Paragraph **E.2.a.** that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim, applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual or a limited liability company;
- (2) A partner, if you are a partnership;
- (3) A manager, if you are a limited liability company;
- (4) An executive officer or an insurance manager, if you are a corporation; or

- f. The requirement in Paragraph **E.2.b.** that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual or a limited liability company;
- (2) A partner, if you are a partnership;
- (3) A manager, if you are a limited liability company;
- (4) An executive officer or an insurance manager, if you are a corporation; or

7. Paragraph **F.3. Liability and Medical Expenses Definitions** is replaced by the following:

- 3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from any of these at anytime.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – LEAD

This endorsement modifies the insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

- A.** The following exclusion is added to Paragraph **B. Exclusions** in **Section II – Liability**

B. EXCLUSIONS

This insurance does not apply to:

Lead

1. "Bodily injury", "property damage", or "personal and advertising injury" arising, in whole or in part, out of actual, alleged, threatened or suspected inhalation of, ingestion of, or absorption of, exposure to, or presence of "lead."
2. Any loss, cost or expense arising, in whole or in part, out of any:
 - (a) Request, demand or order that any insured or others test for, abate, remove, monitor, clean up, contain, treat, detoxify, neutralize, or in any way respond to, or assess the effects of "lead"; or

- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, abating, cleaning up, removing, containing, treating, monitoring, detoxifying or neutralizing or in any way responding to or assessing the effects of "lead."

- B.** The following definition is added to Paragraph **F. Liability and Medical Expenses Limits of Insurance** in **Section II – Liability**:

"Lead" means lead in any form, whether in combination with, an ingredient of, or as a component of any substance or material.

All other terms, conditions, exclusions and provisions of the policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – LEAD

This endorsement modifies the insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

- A.** The following exclusion is added to Paragraph **B. Exclusions** in **Section II – Liability**

B. EXCLUSIONS

This insurance does not apply to:

Lead

1. "Bodily injury", "property damage", or "personal and advertising injury" arising, in whole or in part, out of actual, alleged, threatened or suspected inhalation of, ingestion of, or absorption of, exposure to, or presence of "lead."
2. Any loss, cost or expense arising, in whole or in part, out of any:
 - (a) Request, demand or order that any insured or others test for, abate, remove, monitor, clean up, contain, treat, detoxify, neutralize, or in any way respond to, or assess the effects of "lead"; or

- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, abating, cleaning up, removing, containing, treating, monitoring, detoxifying or neutralizing or in any way responding to or assessing the effects of "lead."

- B.** The following definition is added to Paragraph **F. Liability and Medical Expenses Limits of Insurance** in **Section II – Liability**:

- 1.**—"Lead" means lead in any form, whether in combination with, an ingredient of, or as a component of any substance or material.

All other terms, conditions, exclusions and provisions of the policy apply.

<i>SERFF Tracking Number:</i>	<i>EMCC-125716359</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>EMC Property & Casualty Company, ...</i>	<i>State Tracking Number:</i>	<i>EFT \$50</i>
<i>Company Tracking Number:</i>	<i>AR-BP-2008-02</i>		
<i>TOI:</i>	<i>05.0 Commercial Multi-Peril - Liability & Non-</i>	<i>Sub-TOI:</i>	<i>05.0002 Businessowners</i>
	<i>Liability</i>		
<i>Product Name:</i>	<i>Businessowners Program</i>		
<i>Project Name/Number:</i>	<i>/</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: EMCC-125716359 State: Arkansas
First Filing Company: EMC Property & Casualty Company, ... State Tracking Number: EFT \$50
Company Tracking Number: AR-BP-2008-02
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0002 Businessowners
Liability
Product Name: Businessowners Program
Project Name/Number: /

Supporting Document Schedules

Satisfied -Name: Uniform Transmittal Document-
Property & Casualty
Review Status: Approved 07/01/2008
Comments:
Attachment:
pctd.pdf

Satisfied -Name: Forms list
Review Status: Approved 07/01/2008
Comments:
Attachment:
Form list.pdf

Satisfied -Name: Memorandum
Review Status: Approved 07/01/2008
Comments:
Attachment:
Forms Memorandum.pdf

Property & Casualty Transmittal Document

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only a. Date the filing is received: b. Analyst: c. Disposition: d. Date of disposition of the filing: e. Effective date of filing: <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">New Business</div> <div style="width: 55%;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">Renewal Business</div> <div style="width: 55%;"></div> </div> f. State Filing #: g. SERFF Filing #: h. Subject Codes
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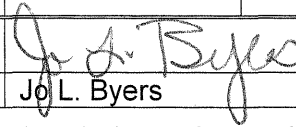
3. Group Name	Group NAIC #
EMC Insurance Companies	062

4. Company Name(s)	Domicile	NAIC #	FEIN #
Employers Mutual Casualty Company	IA	21415	42-0234980
EMCASCO Insurance Company	IA	21407	42-6070764
Union Insurance Company of Providence	IA	21423	05-0230479
EMC Property & Casualty Company	IA	25186	63-0329091

5. Company Tracking Number	AR-BOP-2008-02
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6.	Name and address	Title	Telephone #s	FAX #	e-mail
	Jo L. Byers P.O. Box 712 Des Moines, IA 50306-0712	Filings Analyst	800-247-2128 ext. 2707	515-345-2223	Jo.L.Byers@EMCIns.com

7. Signature of authorized filer	
8. Please print name of authorized filer	Jo L. Byers

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	Commercial Multi-Peril
10. Sub-Type of Insurance (Sub-TOI)	Businessowners
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	Businessowners Program
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: 10/1/08 Renewal: 10/1/08

Property & Casualty Transmittal Document---

15.	Reference Filing?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
16.	Reference Organization (if applicable)	ISO
17.	Reference Organization # & Title	BP-2004-OFR04, CL-2006-OVBEF
18.	Company's Date of Filing	6/30/08
19.	Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

20.	This filing transmittal is part of Company Tracking #	AR-BOP-2008-02
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21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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We are pleased to introduce Union Insurance Company of Providence and EMC Property & Casualty Company. These companies are members of the EMC Insurance Companies Group. We currently have the Businessowners program on file with your department under Employers Mutual Casualty Company and EMCASCO Insurance Company. These new companies will be available for policies written on or after October 1, 2008.

The decision to introduce these companies is based on the competitive market place and will allow us to compete on a more competitive level. Our currently filed forms and endorsements for this program will be applicable to Union and EMC P&C Companies. A listing of our currently filed forms and endorsements is attached.

Also, we are hereby adopting ISO's revisions found in the captioned reference numbers relating to the 2004 Businessowners program and the exclusion of loss due to virus or bacteria. In connection with this adoption, we have made several form revisions to our currently filed company endorsements. We are also introducing several independent forms.

22.	Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
<div style="margin-bottom: 20px;"> Check #: EFT Amount: 50.00 </div> <p>Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.</p>	

***Refer to each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)

FORM FILING SCHEDULE

(This form must be provided ONLY when making a filing that includes forms)

(Do not refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #		AR-BOP-2008-02		
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)				
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	See Forms Memorandum		<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
02			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
03			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
04			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
05			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
06			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
07			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		

State	Number	Editor	LOB	Co	Current	Description	Eff Date	Appr Date	Special Action	Dept File #
AR	BP7000A	10-05	BOP	A	<input checked="" type="checkbox"/>	Businessowners Declarations (Automated)	12/1/2005	9/9/2005		
AR	BP7001.1A	10-05	BOP	A	<input checked="" type="checkbox"/>	Businessowners Schedule-Misc Prop. Location Level Cov	12/1/2005	9/9/2005		
AR	BP7001.2A	10-05	BOP	A	<input checked="" type="checkbox"/>	Businessowners Schedule-Misc Prop. Policy Level Cov	12/1/2005	9/9/2005		
AR	BP7001.3A	10-05	BOP	A	<input checked="" type="checkbox"/>	Businessowners Schedule Section II Liability & Med. Payments	12/1/2005	9/9/2005		
AR	BP7001.4A	10-05	BOP	A	<input checked="" type="checkbox"/>	Businessowners Schedule-Misc Liability Policy Level Cov	12/1/2005	9/9/2005		
AR	BP7001A	10-05	BOP	A	<input checked="" type="checkbox"/>	Businessowners Schedule-Prop. (Automated)	12/1/2005	9/9/2005		
AR	BP7003	10-05	BOP	A	<input checked="" type="checkbox"/>	Businessowners Policy-Quick Reference	12/1/2005	9/9/2005		
AR	BP7100	10-05	BOP	A	<input checked="" type="checkbox"/>	Businessowners Extension Endorsement	12/1/2005	9/9/2005		
AR	BP7101	10-05	BOP	A	<input checked="" type="checkbox"/>	Business Personal Property-Actual Cash Value	12/1/2005	9/9/2005		
AR	BP7107	10-05	BOP	A	<input checked="" type="checkbox"/>	Additional Insured-Grantor of Franchise	12/1/2005	9/9/2005		
AR	BP7110	10-05	BOP	A	<input checked="" type="checkbox"/>	Businessowners Spoilage Coverage	12/1/2005	9/9/2005		
AR	BP7114	10-05	BOP	A	<input checked="" type="checkbox"/>	Add'l Ins-CoEmployee BI or PI	12/1/2005	9/9/2005		
AR	BP7120	10-05	BOP	A	<input checked="" type="checkbox"/>	Convenience Store Optional Coverage	12/1/2005	9/9/2005		
AR	BP7121	10-05	BOP	A	<input checked="" type="checkbox"/>	Amendment Aggregate Limits Per Location	12/1/2005	9/9/2005		
AR	BP7125	10-05	BOP	A	<input checked="" type="checkbox"/>	Printers Industry Extension	12/1/2005	9/9/2005		
AR	BP7128	10-05	BOP	A	<input checked="" type="checkbox"/>	Church Liability Coverage Extension	12/1/2005	9/9/2005		
AR	BP7129	10-05	BOP	A	<input checked="" type="checkbox"/>	Computer Protection Plus Extension	12/1/2005	9/9/2005		
AR	BP7130	10-05	BOP	A	<input checked="" type="checkbox"/>	Physical Damage Cov. Autos Owned While in Your Care	12/1/2005	9/9/2005		
AR	BP7132	10-05	BOP	A	<input checked="" type="checkbox"/>	Excl - Pers & Advertising Injury	12/1/2005	9/9/2005		
AR	BP7133	10-05	BOP	A	<input checked="" type="checkbox"/>	Additional Insured-Building Owner	12/1/2005	9/9/2005		
AR	BP7135	10-05	BOP	A	<input checked="" type="checkbox"/>	Exclusion-Lead	12/1/2005	9/9/2005		
AR	BP7141	10-05	BOP	A	<input checked="" type="checkbox"/>	Laundry/Dry Cleaner Industry Extension	12/1/2005	9/9/2005		
AR	BP7160	11-06	BOP	A	<input checked="" type="checkbox"/>	Self-Storage Facilities	3/1/2007	1/3/2007		AR-PC-6-06-022496
AR	BP7163	10-05	BOP	A	<input checked="" type="checkbox"/>	Printers E & O Liability Coverage	12/1/2005	9/9/2005		
AR	BP7172	10-05	BOP	A	<input checked="" type="checkbox"/>	Contin/Prog Inj or Dam Excl	12/1/2005	9/9/2005		
AR	BP7197	10-05	BOP	A	<input checked="" type="checkbox"/>	Equipment Breakdown Endorsement	12/1/2005	9/9/2005		
AR	BP7200	10-05	BOP	A	<input checked="" type="checkbox"/>	Expanded Businessowners Extension End.	12/1/2005	9/9/2005		
AR	BP7230	11-06	BOP	A	<input checked="" type="checkbox"/>	Add'l Ins-Owners, Lessees/Contractors-Sch Person/Organization	1/15/2007	11/13/2006		AR-PC-06-022004
AR	BP7233	10-05	BOP	A	<input checked="" type="checkbox"/>	Amendment-Liquor Liability Exclusion	12/1/2005	9/9/2005		

* These forms are being replaced (per Forms Memorandum)

Arkansas Forms Memorandum Businessowners

New Endorsements

BP7330 (8-08) - Mobile Equipment/Auto Amendment

This optional endorsement was developed to amend the 2004 CGL's new definition of Mobile Equipment and Auto. We have determined that the definitions of Mobile Equipment and Auto found in the 2002 and prior editions of the BOP are more appropriate at this time. We have also added an additional paragraph to clarify the same equipment is listed as an auto on another carrier's 2004 Auto policy, our policy will respond on an excess basis.

BP7336 (8-08) Blanket Additional Insured – Real Property leases

This optional endorsement was developed to provide blanket additional insured status when required by lease agreements of real property. If requested, this endorsement eliminates the need to schedule them individually and make a separate charge for each entity.

BP7337 (8-08) Blanket Additional Insured When Required By Written Agreement

This optional endorsement was developed to provide blanket additional insured status when required by any written contract or agreement. Coverage is provided on an excess basis, unless agreed in a written contract or written agreement to apply on a primary/noncontributory basis. Coverage is provided for contributory negligence and vicarious liability as a result of the insured's ongoing operations or in connection with a premises the insured owns or rents.

BP7339 (8-08) Blanket Additional Insured When Required By Written Agreement – Vicarious Liability

This optional endorsement was developed to provide blanket additional insured status when required by any written contract or agreement, but only with respects to the additional insured's vicarious liability resulting from the insured's negligence. The form is based on ISO's form CG7411, but we've added the vicarious liability verbiage since there is currently no comparable GL form. Coverage is provided on an excess basis unless required by written contract or written agreement to apply on a primary/noncontributory basis. There is currently no comparable BOP form.

BP7340 (8-08) Auto Service Industry Extension

This mandatory endorsement was developed to provide additional coverage necessary for auto service classes which we are introducing at this revision. The form provides coverage for employees tools, garage liability, defective products and faulty work, repairs and replacement, and vehicle damage to buildings leased by the insured when required by a written leasing equipment. There is currently no comparable BOP form. There will not be a charge for this endorsement and it will be automatically attached to all auto service occupancies.

BP7341 (8-08) Garagekeepers Plus Endorsement

This optional endorsement was developed to provide Garagekeepers coverage for the new auto services classes we are introducing at this revision. Coverage can be provided for customer's autos left in the insured's care, custody, or control up to the limit and deductibles chosen by the insured. Coverage applies on a direct primary basis and will respond without regard to legal liability. Both comprehensive and collision coverages must be written, and coverage extends to mobile equipment and non-owned watercraft while ashore on premise. This form also provides loss to customer's personal property that is in or upon customer's autos left in the insured's care, custody or control up to \$10,000 for each loss. Customer's Sound Receiving Equipment is also included up to \$5,000 per occurrence with optional increased limits available. Coverage is included within the Garagekeepers Limit of Insurance and subject to Garagekeepers deductibles.

BP7342 (8-08) Florists Errors and Omissions Liability Coverage

This optional endorsement was developed to provide errors and omissions liability for florist's retail operations. Coverage is limited to arrangement, sale and delivery of flowers and other related products.

Revised Endorsements

BP7003 (8-08) Quick Reference - Businessowners replaces
BP7003 (10-05)
Revised pages numbers

BP7100 (8-08) Businessowners Extension Endorsement replaces
BP7100 (10-05)
Added Forgery and Alteration coverage for \$10,000 to match limit of Employee Dishonesty. Minor numerical and editorial revisions to track with ISO coverage form.

BP7101 (8-08) Business Personal Property – Actual Cash Value replaces
BP7101 (10-05)
Minor numerical revision to track with BP0003

BP 7107 (8-08) Additional Insured – Grantor of Franchise replaces
BP7107 (10-05)
Amended form to remove numerical reference to policy. This has no impact on coverage.

BP7110 (8-08) Businessowners Spoilage Coverage replaces
BP7110 (10-05)
Minor numerical and editorial revisions to track with BP0003

BP7114 (8-08) Coverage for Injury To Co-Employees And/Or Your Other Volunteer Workers replaces
BP7114 (10-05)
Formally titled “Additional Insured – Co-Employee Bodily Injury or Personal Injury” but amended to track with GL and to add the inclusion of volunteer workers. The form now allows for specific employees and/or volunteer workers to be listed in addition to specific job titles as in the past. Added additional paragraph C. which amends the policy condition to make coverage excess with regards to this endorsement when two or more policies are involved.

BP7128 (8-08) Church Liability Coverage Endorsement replaces
BP7128 (10-05)
Deleted reference to numerical and alpha characters when a paragraph is added to better track with ISO revisions and to eliminate overlap.

BP7129 (8-08) Computer Protection Plus Extension replaces
BP7129 (10-05)
Minor numerical revisions to track with BP0003

BP7132 (8-08) Exclusion – Personal and Advertising Injury replaces
BP7132 (10-05)
Amended formatting and boldfacing. This had no impact on coverage.

BP7133 (8-08) Additional Insured – Building Owner replaces
BP7133 (10-05)
Replaced cancellation provision with new provision that does not specify number of days but rather refers to timeframe specified in the policy’s Cancellation Condition or any amendment to that condition.

BP7135 (8-08) Exclusion – Lead replaces
BP7135 (10-05)
Amended form to delete numerical reference to additional definition for lead to avoid confusion and overlap. There is no impact in coverage

BP7141 (8-08) Laundry/Dry Cleaner Industry Extension replaces
BP7141 (10-05)
Minor numerical revision to track with BP0003

BP7160 (8-08) Self-Storage Facilities replaces

BP7160 (11-06)

Amended form to track with ISO changes

BP7163 (8-08) Printers Errors and Omissions Liability Coverage replaces

BP7163 (10-05)

Deleted reference to numerical and alpha characters when a paragraph is added to exclusions and definitions better track with ISO revisions. Also, added quotation marks to “printing” since this is a defined term. Revised to amplify that paragraph 1.k.(6) Damage to Property and 1.m. Damage to your work do not apply with respect to coverage provided by this endorsement. Also, deleted exclusion for “bodily injury,” “property damage,” and “personal and advertising injury.” These changes result in a broadening of coverage.

BP7172 (8-08) Continuous or Progressive Injury or Damage Exclusion replaces

BP7172 (10-05)

Deleted reference to numerical and alpha characters when a paragraph is added to exclusions and definitions better track with ISO revisions and to prevent overlap. Also, added indemnitees as persons that qualify for insured status under the definition of insured. This is a clarification in coverage due to reference to “insured contract” in the definition. These changes have no impact on coverage.

BP7197 (8-08) Equipment Breakdown Coverage replaces

BP7197 (10-05)

Minor numerical and wording changes for clarification and to track with commercial property form wording for consistency purposes.

Broadening:

Added overhead transmission lines and a landlord’s utility to broaden coverage to include these loss exposures under the Service Interruption additional coverage.

Reduction:

Added “Period of Restoration” clause to the service interruption additional coverage to clarify that, if the period of restoration begins more than 24 hours after the time of direct damage for Business Income, that time period applies instead of 24 hours. This is a reduction in coverage if BP7100 or BP7200 are not on the policy.

Clarifications:

- Deleted reference to CFC refrigerant coverage since it is unnecessary because it is not excluded in the coverage form nor does a sublimit apply.
- Service Interruption – Clarified that the most we will pay is the limit that applies to Business Income & Extra Expense. Since Business Income & Extra Expense is ALS under the BOP, there is no change in coverage.
- Added Business Income & Extra Expense to additional coverages since it was our intent to cover this in the past. Therefore, this is a clarification in coverage.
- Added exclusion clarifying that misalignment, miscalibration, tripping off-line, or any condition which can be corrected by resetting, tightening, adjusting or cleaning, or by performing maintenance is not covered unless it results in an “accident.”
- Deleted reference to deductible options since these options are not available under the BOP.
- “Boilers and Vessels” and “Production Machinery” definitions were deleted since they are included under the definition of covered equipment. The only time these definitions would apply would be if coverage is provided on a scheduled basis which isn’t an option under the BOP since coverage is written on a blanket basis.

BP7200 (8-08) Expanded Businessowners Extension Endorsement replaces

BP7200 (10-05)

Added Forgery and Alteration coverage for \$25,000 to match limit of Employee Dishonesty. Minor numerical and editorial revisions to track with ISO coverage form.